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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

FILED

JUL 15 2008

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE

B. David Mehmet,

Plaintiff,

vs.

Paypal, Inc.

Defendant.

Case No. 5:08-cv-01961 (RMW)

**PLAINTIFF'S REPLY IN
SUPPORT OF MOTION FOR
PARTIAL SUMMARY JUDGMENT**

Date: July 25, 2008

Time: 9:00am

CTRM: 6,4th Floor

Judge: Hon. Ronald M. Whyte

B. David Mehmet, states the following to be true under the penalty of perjury:

1. That I have personal knowledge of the facts stated herein and I am making the following statements in support of my cross-motion for partial summary judgment against the Defendant on liability for defamation and defamation per se pursuant to Rule 56(d)(2) of the Fed. R. of Civ. P.

2. That after reading the Defendant's reply and opposition papers, it is clear that the Defendant has defamed me in its email dated August 6, 2007, and that the Defendant has failed to properly plead or prove fraud.

3. That the Defendant failed to establish that the statements in its email dated August 6, 2007 were referring to a fraudulent opening of a second account instead of a theft of funds.¹

¹ In attempting to manufacture an issue of fact to defeat the summary motion, the Defendant is asking this Court to accept that the statements in its email dated August 6, 2007 were referring to a fraudulent opening of an account instead of a theft of funds. However, the Defendant fails to explain how the following sentence fits in its argument: "As such, we had to return the funds to the party that had them taken from them without their authorization." See exhibit "B" of Defendant's opposition papers.

4. That the Defendant has failed to establish any facts showing that the upgrading of the second account to a business account was fraudulent instead of a breach of contract under section 2.2 of the User-Agreement.² The defendant is actually alleging a fraud in the performance of the User-Agreement NOT in the inducement of it. In fact, the Defendant has completely failed to plead, with specificity, a claim of fraud in the inducement of the User-Agreement pertaining to the account ending in "7132" as required by Rule 9(b) of the Fed. R. of Civ. P. In addition, the Defendant's fraud claim in the performance of the User-Agreement is barred by the Economic Loss Doctrine. Under this doctrine, no matter how the Defendant words its claims, they still sound in a breach of contract. See East River Steamship Corp. v. Transamerica Deleva, Inc., 476 US 858, 866-75, 106 S Ct 2295, 2299-2304, 90 LEd2d 865 (1986); Apollo Group, Inc. vs. Avnet, Inc. 58 F.3d 477, 479 (9 Cir 1995)("Generally, under the 'economic loss' rule, a plaintiff who suffers only pecuniary injury as a result of the conduct of another cannot recover those losses in tort.").³

5. That in reference to the summary motion, the evidence submitted proves the following facts: (a) Defendant admitted that two (2) accounts are permissible, (b) Defendant failed to provide notice of a breach, (c) Defendant admitted that the \$695.00 debt was not fraudulent, (d) Defendant admitted that it wrongly imputed liability for third-party accounts, (e) Defendant made a misleading statement, (f) Defendant admitted that its August 6, 2007 email

² The evidence proves that I only had two (2) active accounts at the same time ("3464" and "7132"), which was allowed by Sec. 2.2 of the User-Agreement. Thus, the actual fraud claim of the Defendant pertains to the upgrading and not to the opening of the second account "7132". Emails "FleaMarket@MyStockroom.com and Payments@StockWanted.com are associated with account "7132".

³ Federal Courts have applied the Economic Loss Doctrine to service contracts. Also, the Defendant has not stated an exception to this doctrine. A fraudulent inducement cause of action, among other pleaded causes of action in the Amended Complaint, is an exception to this doctrine. This includes defamation because it involves more than an economic loss (i.e. personal injury). See Maine Rubber International v. Environmental Management Group, Inc., 298 F.Supp.2d 133, 136-37 (D.Me. 2004); Fireman's Fund Ins. Co. v. SEC Donohue, Inc., 679 N.E.2d 1197, 1200-01 (Ill. 1997); Am. Towers Owners Ass'n, Inc. v. CCI Mech., Inc., 930 P.2d 1182, 1190 (Utah 1996); Floor Craft Floor Covering, Inc. v. Parma Cmty Gen. Hosp. Ass'n, 560 N.E.2d 206, 212 (Ohio 1990); Berschauer/Phillips Const. Co. v. Seattle Sch. Dist. No. 1, 881 P.2d 986 (Wash. 1994); Boston Inv. Prop. No. 1 v. E.W. Burman, Inc., 658 A.2d 515 (R.I. 1995); Grynberg v. Agri Tech, Inc., 10 P.3d 1267, 1269 (Col. 2000).

referred to a theft of funds, (g) Defendant failed to produce the third-party that had \$750.00 stolen from them, (h) Defendant admitted that its August 6, 2007 email is defamatory, (i) Defendant admitted malice, (j) general damages are presumed under defamation per se, and punitive damages are allowed, (k) Defendant's limited liability clause in its User-Agreement is moot, (l) Defendant was not entitled to the interest payments, (m) Discovery is not warranted, and (n) Defendant has admitted that there are no issues of fact pertaining to its email dated August 6, 2007.

6. **Defendant admitted that two (2) accounts are permissible.** In the affidavit of Tina Taylor (P.3), and section 2.2 of the User-Agreement, the Defendant has admitted that I was allowed to have two active accounts at the same time.⁴ Although paragraph 5 of Tina Taylor's affidavit claims that I had eight (8) accounts, I deny having that many accounts and that I closed all other accounts and I only had two (2) active accounts. The Defendant has not identified or informed this Court of any other accounts that were active at the same time other than the accounts ending in "3464 and 7132". I was not aware that I could not upgrade the second account to a business account, nor did the Defendant's software stop the upgrade when it could have. The Defendant then received and accepted fees on a number of transactions before it blocked the account ending in "7132" due to Eric Anderson initiating a bank transfer to move the \$750.00 out of the Defendant's pooled bank account, which produced a false positive.

7. **Defendant failed to provide notice of a breach.** Tina Taylor's affidavit confirms that the Defendant was aware of the account ending in "7132" being upgraded to a business account; but the Defendant failed to place me on notice of any breach pursuant to section 10.3 of its User-Agreement and failed to provide me with an opportunity to correct the breach. This wasn't a substantial breach since it could have been easily corrected by downgrading account

⁴My account ending in "3464" contained the \$695.00 debt, and my account ending in "7132" was used to send \$750.00 to Eric Anderson and \$1,200.00 to Web Scribble Solutions, Inc .

"7132" to a personal account, and such an opportunity to downgrade the account should have been afforded to me. Especially given the fact that the Defendant had accepted fees generated from account "7132" for prior transactions. Not once did the Defendant allege fraud in any of the 40+ prior transactions. See *James W. Kippen vs. American Automatic Typewriter Company*, 324 F.2d 742 (9th Cir. 1963). See also Defendant's emails witnessing prior transactions from account ending in "7132" attached hereto as exhibit "A"⁵

8. **Defendant admitted that the \$695.00 was not fraudulent.** The Defendant DID NOT claim that the outstanding \$695.00 in account ending in "3464" was fraudulent. Also, the Defendant has admitted in paragraph 8 of Tina Taylor's affidavit that the \$695.00 was a debt and that "the account ["3464] held a negative balance of \$695.00". The accounts ending in "3464" and "7132" were both located on the Defendant's website at www.Paypal.com so common sense always dictated to me that the Defendant could grab funds from any of my accounts to satisfy any debt I owed. This is confirmed by section 5.6 and 5.7 of the User-Agreement. The Defendant could have used the \$1,950.00 it withheld between July 25, 2007 and August 6, 2007 in account ending in "7132" to setoff the \$695.00 negative balance in account ending in "3464"; but the Defendant intentionally failed to do so even after I instructed its customer service representation, Rene, on July 31, 2007 to setoff the \$695.00 negative balance from the \$1,950.00. The Defendant then sent Eric Anderson an email on August 6, 2007 accusing me of stealing \$750.00 of the \$1,950.00 from a third-party and informed Eric Anderson that the

⁵ On April 18, 2007, the Defendant approved an ATM/debit card for account "7132" in my name and activated it on May 1, 2007. On and about June 21, 2007, I filed an "unauthorized account activity claim" with the Defendant pertaining to account "7132", and on June 23, 2007, the Defendant's fraud department reviewed account "7132" and found no fraud. On June 20, 2007, the Defendant requested that I verify account "7132" and on August 31, 2007, the Defendant lifted my withdrawal limit after I verified the account. See Defendant's emails attached hereto as exhibit "B".

Defendant "had to return the funds to the party that had them taken from them without their authorization".⁶

"5.6 Setoff of Balances. If you have more then one Account, then Paypal may debit one of your Accounts to setoff a negative Balance in another Account,"

"5.7 Security Interest. To secure your performance of this Agreement, you grant to Paypal a lien on and security interest in your Account"

9. **Defendant admitted that it wrongly imputed liability for third-party accounts.**

In Tina Taylor's affidavit (P.7), the Defendant admitted that the account ending in "5412" was owned by my mother, Bahia Mehmet; and the affidavit further admitted in paragraph 9 that the account ending in "6634" was owned by my wife, Kheira Mehmet. Furthermore, the Defendant held me liable for my wife's account when it stated in Paragraph 10 that "without rectifying the account ending in "6634", Mr. Mehmet opened an account ending in "7132". In multiple Paragraphs of Tina Taylor's affidavit, the Defendant held me liable for both my wife's and my mother's accounts. The Defendant has failed to prove that I was legally liable for those third-party accounts. In Tina Taylor's affidavit (P.6 & P.7), the Defendant admitted that it created a link between my account, my mother's account and my wife's account solely on the criteria that (1) same last name; (2) mailing address; (3) phone number; (4) visitor ID or cookies, (5) internet protocol address, and (6) business Bank account. What this criteria proves is that we are a family doing business together at the same location, with the same computer and with the same

⁶ No monies are owed to the Defendant because it is liable to me for over \$1,000.00 in overdraft fees as it intentionally went into my bank account instead of using my debit card as I instructed it to do. The Defendant has not denied this fact. 28 U.S. Attorney Generals sued the Defendant for this wrongful practice in avoiding debit and credit card fees. The Defendant signed an Assurance promising not to engage in this practice again; but the Defendant violated that assurance with my account "3464". **See Defendant's Assurance attached hereto as exhibit "C"**

business bank account. It does not prove fraud. Nor does it establish a fraudulent conspiracy. The Defendant has not pled, or provided any facts witnessing a fraudulent conspiracy.⁷

10. **Defendant made a misleading statement.** That in Tina Taylor's affidavit (P. 7), the Defendant's statement is misleading as to whether the \$1,258.66 attached to my mother's account, "5412", was paid. The Defendant states that the \$1,258.66 "was not rectified for an extended period of time", which may give the impression that it was not paid. That statement is ambiguous to whether the \$1,258.66 was paid or not, and appears to be deliberate. Upon information and belief, my mother did pay the \$1,258.66 to the Defendant. This is witnessed by the fact that the Defendant DID NOT give the \$1,258.66 to a collection agency as it did with the \$695.00 debt and the Defendant DID NOT state that it was not paid; but merely "not rectified for an extended period of time". Nevertheless, the \$1,258.66 payment delay originated from the third-party account "5412", which I was not legally liable for.

11. **Defendant admitted that its August 6, 2007 email referred to a theft of funds.** In Paragraph 16 of Tina Taylor's affidavit, the Defendant admits that the "e-mail dated August 6, 2007, responding to Mr. Anderson's concerns about why Mr. Mehmet's \$750.00 were not transferred, Paypal stated that the funds in questions were suspected of being fraudulent and were subsequently determined to be fraudulent." This statement proves that the August 6, 2007 email pertained to the \$750.00. Thus, when the Defendant wrote in that email that it "had to return the funds to the party that had them taken from them without their authorization", the Defendant was referring to the \$750.00 being stolen from a third-party and inferred that I stole the funds, and that I violated Cal. Penal Code § 484.

⁷ Account ending in "6634" owned by my wife was not involved in any fraud. In fact, the Defendant sent my wife an email on August 2, 2007 that stated "Your PayPal funds are now eligible for withdrawal". The Defendant still owes my wife the funds in her account. The Defendant simply interrupted my wife's account because it used the criteria above to link our accounts together. Many other consumers with family accounts have been similarly victimized by the Defendant. **See Defendants email attached hereto as exhibit "D".**

12. **Defendant failed to produce the third-party that had \$750 stolen from them.**

The defendant's email dated August 6, 2007 to Eric Anderson stated that the Defendant "had to return the funds to the party that had them taken from them without their authorization". The Defendant neither produced nor identified any third-party that had the \$750.00 taken from them by me without their authorization. Nor did the Defendant return the \$750.00 to any third-party.

13. **Defendant admitted that the August 6, 2007 email is defamatory.** Tina Taylor's affidavit admits that the Defendant obtained the \$750.00 from my debit card ending in ...9024 and then refunded the \$750.00 back to me via the same debit card, which proves that the \$750.00 wasn't stolen from any third-party and the Defendant defamed me.

14. **Defendant admitted malice.** In Tina Taylor's affidavit, the Defendant admits that it decided (1) not to satisfy the \$695.00 debt pursuant to Sec. 5.6 and 5.7 of its User-Agreement when it had \$1,950.00 in its possession, (2) to refund the \$1,950.00 to me, (3) to falsely inform Eric Anderson that I stole \$750.00 of the \$1,950.00 from a third-party, (4) to wrongly impute liability for third-party accounts to fabricate a fraud claim against me, (5) to falsely accuse me of committing fraud in the inducement of the User-Agreement instead of a breach in its performance pursuant to Sec. 2.2 of the User-Agreement, and (6) to use the \$695.00 debt to further falsely accuse me of fraud. These acts are clearly intentional and prove malice pursuant to Cal. Civil Code § 3294(c)(1), and thus, the Defendant is deprived of any privilege under Cal. Civil Code § 47(c), and punitive damages are warranted pursuant to Cal. Civil Code § 3294(a).⁸

15. **General damages are presumed under defamation per se, and punitive damages are allowed.** It is impossible for the Defendant to state with a legal certainty how much a jury at trial will award for general and punitive damages under the defamation causes of

⁸ The fact that Sec. 5.6 and 5.7 of the User-Agreement granted the Defendant permission to use the \$1,950.00 in account "7132" to satisfy the \$695.00 negative balance in account "3464" completely negates the Defendant's argument that I opened a separate account to avoid paying the \$695.00 negative balance. Especially since both accounts are under my name.

17. **Defendant is not entitled to the interest payments.** Because there was no fraud in the upgrading of the second account to a business account, the Defendant wrongly withheld the \$1,950.00, and thus, wrongly converted the interest payments to its own use. The Defendant has been using these types of tactics to wrongly convert to its own use millions of dollars in interest payments of other consumers. The Defendant's statement in its footnote number 4 of its REPLY that the interest payments are frivolous is another example of the Defendant's attitude toward harming consumers. This attitude was established by the Defendant's ex-interim vice president Eric M. Jackson when he stated that the Defendant had the attitude that it was an "acceptable cost" that consumers were being harmed by false positives.

18. **Discovery is not warranted.** Pursuant to Rule 56(f) of the Fed. R. Civ. P., the Court may order a continuance of the summary motion on the grounds that the Defendant's affidavit identifies that it cannot defend its position without further discovery. The Defendant's affidavit must also identify (1) the specific facts it seeks to obtain from the discovery, (2) that the facts exist, and (3) the facts sought are to be used to oppose the motion. See **Cal. On behalf of Cal. Dep't of Toxic Substances Control vs. Campbell**, 138 F.3d 772, 779 (9th Cir. 1998). See also **Brae Transp., Inc. vs. Coopers & Lybrand**, 790 F.2d 1439, 1443 (9th Cir. 1986). Failure to meet the above requirements "is a proper ground for denying discovery and proceeding to summary judgment". The Defendant has failed to show how further discovery would uncover facts needed to oppose the summary motion that are not already in Tina Taylor's affidavit, in my papers, or in the sworn statement of Eric Anderson attached to the Notice for Partial Summary Judgment. In fact, Tina Taylor's affidavit clearly provides a defense to the summary motion, which is confirmed in Paragraph 16 of her affidavit where she states "Accordingly, in an e-mail dated August 6, 2007, responding to Mr. Anderson's concerns about why Mr. Mehmet's \$750.00 were not transferred, Paypal stated that the funds in questions were suspected of being

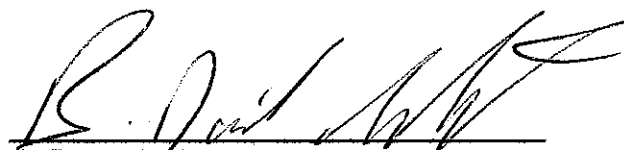
fraudulent and were subsequently determined to be fraudulent. Based on the above facts, and to the best of my knowledge, that statement was true." The Defendant has failed to show how Tina Taylor's affidavit does not provide a defense to the summary motion when it clearly states it does.

19. **Defendant has admitted that there are no issues of fact.** Since the Defendant admitted that its August 6, 2007 email referred to a theft of funds, there are no issues of fact pertaining to the interpretation of the August 6, 2007 email. The August 6, 2007 email was clearly stating that the \$750.00 was stolen from a third-party and the Defendant "had to return the funds to the party that had them taken from them without their authorization". The Defendant's email also claimed that a violation of California's Penal code § 484 had occurred. And since the Defendant admitted that the \$750.00 was not stolen, the statements in the Defendant's August 6, 2007 email to Eric Anderson were false, and thus, defamatory. Therefore, partial summary judgment on liability for defamation and defamation per se is warranted by law under Rule 56(e)(2) of the Fed. R. Civ. P.

Wherefore, I pray and demand that the Defendant's motion to dismiss be denied, the motion for partial summary judgment on liability for defamation and defamation per se be granted, damages be held in abeyance until trial and for such other and further relief as this Court deems just and proper.

Dated; New York, NY
July 8th, 2008

I, B. David Mehmet, pursuant to 28 U.S.C. § 1746, declare under the penalty of perjury that the forgoing is true and correct.


B. David Mehmet
Plaintiff Pro Se

A

YAHOO! MAIL

Receipt for your payment**From:** "service@paypal.com" <service@paypal.com>**To:** "Badisse Mehmet" <FleaMarket@MyStockroom.com>

Wednesday, July 25, 2007 12:35 PM

Dear Badisse Mehmet,

This email confirms that you sent a payment for \$750.00 USD to eaanderson@yahoo.com.

Payment Details

Amount: \$750.00 USD**Subject:** Deposit for Ultimate Hit Treatment

This payment was sent using your credit card.

For your future payments, try using Instant Transfer instead!

- Pay instantly and securely
 - Faster than paying with checks
 - Pay directly from your bank account - purchases won't show up on bills at the end of the month.
-

Sincerely,
PayPal

Your monthly account statement is available anytime; just log in to your account at <https://www.paypal.com/us/HISTORY>. To correct any errors, please contact us through our Help Center at <https://www.paypal.com/us/HELP>.

Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, log in to your PayPal account and click the Help link located in the top right corner of any PayPal page.

ERIC
Anderson
Payment

EX A

YAHOO! MAIL

Your Payment Has Been Sent

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <FleaMarket@MyStockroom.com>

Wednesday, July 25, 2007 4:09 PM

Dear Badisse Mehmet,

web scribble
payment

Your payment for \$1,200.00 USD to sales@webscribble.com has been sent.

Payment Details

Amount: \$1,200.00 USD

Transaction ID: 10K08359E3198674W

Subject: RentMyCar website modifications

View the details of this transaction online at:

<https://www.paypal.com/us/vst/fid=10K08359E3198674W>

This payment was sent using your credit card.

For your future payments, try using Instant Transfer instead!

- Pay instantly and securely
- Faster than paying with checks
- Pay directly from your bank account - purchases won't show up on bills at the end of the month.

Get Verified

YAHOO! MAIL

Your Payment Has Been Sent

Monday, July 16, 2007 6:56 PM

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <FleaMarket@MyStockroom.com>

Dear Badisse Mehmet,

Your payment for \$150.00 USD to i_sarevanan@hotmail.com has been sent.

Payment Details

Amount: \$150.00 USD

Transaction ID: 8D245395ES2606740

Subject: Error Fix and Html page

Message:

Fixing a max_user error

and

creating one Html page.

Thank You,

B. David Mehmet

View the details of this transaction online at:

<https://www.paypal.com/us/vst/d=8D245395ES2606740>

This payment was sent using your credit card.

For your future payments, try using Instant Transfer instead!

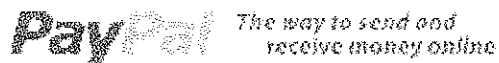
YAHOO! MAIL

Receipt for Your Payment to Go Daddy Software, Inc.

Thursday, July 5, 2007 5:19 PM

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <FleaMarket@MyStockroom.com>



Dear Badisse Mehmet,

This email confirms that you have paid Go Daddy Software, Inc. (billing@godaddy.com) \$2.95 USD using PayPal.

This credit card transaction will appear on your bill as "PAYPAL *GODADDYSOFT".

Payment Details

Transaction ID: 9E10053498824931F

Item Price: \$2.95 USD

Total: \$2.95 USD

Invoice ID: 73522533

Buyer: Badisse Mehmet

Billing Agreement Details

PayPal Receipt ID: B-3EB777321A1866032

**Description of
Billing Agreement:**

Funding Sources Used

Visa Card
XXXX-XXXX-XXXX-9024: \$2.95 USD

Business Information

Business: Go Daddy Software, Inc.
Contact E-Mail: billing@godaddy.com

If you have questions about the shipping and tracking of your purchased item or service, please contact Go Daddy Software, Inc. at billing@godaddy.com.

To reach PayPal Customer Support, call 1-888-221-1161

For more information on Billing Agreements, go to the PayPal site and click the "Help" link in the upper right corner. Then type "Billing Agreements" into the search box to find answers to your questions.

Get Verified – Your Key to More Security and Free Features

Get Verified and help increase the security of your PayPal transactions for yourself and for everyone with whom you do business. You can also:

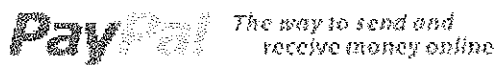
YAHOO! MAIL

Receipt for Your Payment to Halftime Book Project Ltd.

Tuesday, July 3, 2007 2:24 PM

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <FleaMarket@MyStockroom.com>



Dear Badisse Mehmet,

This email confirms that you have paid Halftime Book Project Ltd. (halftimeproject@aol.com) \$25.00 USD using PayPal.

This credit card transaction will appear on your bill as "PAYPAL *HALFTIMEBOO".

Payment Details

Transaction ID: ORT93775WK615533V

Item Price: \$25.00 USD

Total: \$25.00 USD

Order Description: 6389687: 1 Great Moments in Football
Halftime @ 19.95

**Item/Product
Number:** 6389687

Invoice ID: 6389687

Buyer: Badisse Mehmet

Business Information

Business: Halftime Book Project Ltd.

Contact E-Mail: halftimeproject@aol.com

Your Unconfirmed Address

Shipping Info: Badisse David Mehmet
424 Park Avenue South, Ste 117
New York, NY 10016
United States

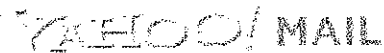
Shipping Method:

If you have questions about the shipping and tracking of your purchased item or service, please contact Halftime Book Project Ltd. at halftimeproject@aol.com.

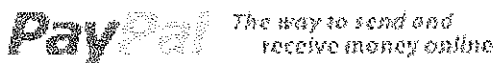
Get Verified – Your Key to More Security and Free Features

Get Verified and help increase the security of your PayPal transactions for yourself and for everyone with whom you do business. You can also:

- Fund purchases directly from your checking or savings account, in addition to using credit

**Receipt for Your Payment to eBay, Inc**

Saturday, June 30, 2007 8:43 PM

From: "service@paypal.com" <service@paypal.com>**To:** "Badisse Mehmet" <FleaMarket@MyStockroom.com>

Dear Badisse Mehmet,

This email confirms that you have paid eBay, Inc (support@ebay.com) \$6.15 USD using PayPal.

This credit card transaction will appear on your bill as "PAYPAL *EBAY INC".

Payment Details

Transaction ID: 65747070UG5596030
Item Price: \$6.15 USD
Total: \$6.15 USD
Order Description: eBay Seller Fees
Item/Product Number: 00000000000398125688
Invoice ID: 00000000000398125688
Buyer: Badisse Mehmet

Business Information

Business: eBay, Inc
Contact E-Mail: support@ebay.com

If you have questions about the shipping and tracking of your purchased item or service, please contact eBay, Inc at support@ebay.com.

Get Verified – Your Key to More Security and Free Features

Get Verified and help increase the security of your PayPal transactions for yourself and for everyone with whom you do business. You can also:

- Fund purchases directly from your checking or savings account, in addition to using credit cards
- Improve your reputation by letting others know you're a confirmed, Verified member of the PayPal community
- Send money to friends, family, and PayPal Personal Account holders

[Get Verified!](#)

Thank you for using PayPal!
The PayPal Team

Your monthly account statement is available anytime; just log in to your account at

YAHOO! MAIL

Your Payment Has Been Sent

Friday, June 29, 2007 1:46 PM

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <FleaMarket@MyStockroom.com>

Dear Badisse Mehmet,

Your payment for \$200.66 USD to Kellyweaverkub@hotmail.com has been sent.

Payment Details

Amount: \$200.66 USD

Transaction ID: 0GG55566AE564551Y

Subject: Invoice 6/29/2007

Message:
Settlements

file# 6446

file# 6845

View the details of this transaction online at:

<https://www.paypal.com/us/vst/id=0GG55566AE564551Y>

This payment was sent using your credit card.

For your future payments, try using Instant Transfer instead!

- Pay instantly and securely
- Faster than paying with checks

YAHOO! MAIL

Your Payment Has Been Sent

Wednesday, June 20, 2007 12:41 PM

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <FleaMarket@MyStockroom.com>

Dear Badisse Mehmet,

Your payment for \$250.00 USD to [s saravanan@hotmail.com](mailto:saravanan@hotmail.com) has been sent.

Payment Details

Amount: \$250.00 USD

Transaction ID: 0A582671RP346645Y

Subject: Invoice for eBay integration

Message:

I didn't realize you were going to use Paypal. Anyway, I'm sending you the funds from my Paypal account. Just cancel your invoice.

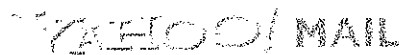
View the details of this transaction online at:

<https://www.paypal.com/us/vst/id=0A582671RP346645Y>

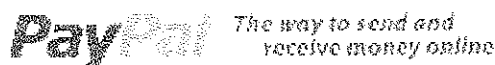
This payment was sent using your credit card.

For your future payments, try using Instant Transfer instead!

- Pay instantly and securely
 - Faster than paying with checks
 - Pay directly from your bank account - purchases won't show up on bills at the end of the month.
-

**Receipt for Your Payment to SitePoint Pty. Ltd.**

Monday, June 18, 2007 7:05 PM

From: "service@paypal.com" <service@paypal.com>**To:** "Badisse Mehmet" <FleaMarket@MyStockroom.com>

Dear Badisse Mehmet,

This email confirms that you have paid SitePoint Pty. Ltd.
(order@sitepoint.com) \$29.95 USD using PayPal.

This credit card transaction will appear on your bill as "PAYPAL *SITEPOINT".

Payment Details**Transaction ID:** 613661666M7111241**Item Price:** \$29.95 USD**Total:** \$29.95 USD**Order Description:** SitePoint Book Purchase**Item/Product****Number:** 115716**Buyer:** Badisse Mehmet**Business Information****Business:** SitePoint Pty. Ltd.**Contact E-Mail:** order@sitepoint.com

If you have questions about the shipping and tracking of your purchased item or service, please contact SitePoint Pty. Ltd. at order@sitepoint.com.

Thank you for using PayPal!
The PayPal Team

Your monthly account statement is available anytime; just log in to your account at <https://www.paypal.com/us/HISTORY>. To correct any errors, please contact us through our Help Center at <https://www.paypal.com/us/HELP>.

FOR INTERNATIONAL PAYMENTS ONLY

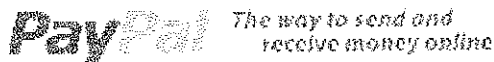
Commissions and Fees incurred by sender: \$0.00

Rate of Exchange: The above exchange rate includes a 2.5% spread above the wholesale exchange rate at which PayPal obtains foreign currency, and the spread is retained by PayPal. If and when the Recipient chooses to withdraw these funds from the PayPal System, and if the withdrawal involves a currency conversion, the Recipient will convert the funds at the applicable currency exchange rate at the time of the withdrawal, and the Recipient may incur a withdrawal fee.

RIGHT TO REFUND

YAHOO! MAIL**Receipt for Your Multiple Payments**

Sunday, June 17, 2007 11:14 PM

From: "service@paypal.com" <service@paypal.com>**To:** "Badisse Mehmet" <FleaMarket@MyStockroom.com>

Dear Badisse Mehmet,

This email confirms that you, cindys-giftsshop, have paid for the following transactions using PayPal.

This credit card transaction will appear on your bill as "PAYPAL *SMITTYAUCTI".

Payment Details**Purchased From:** ythed44**Transaction ID:** 93A88266NK827971L

Item #	Item Title	Quantity	Price	Subtotal
200119196887	<u>12 DVD Lot + 1 Box Set - Spiderman, Jarhead, Saw - MORE</u>	1	\$21.50 USD	\$21.50 USD
Shipping & Handling via USPS Priority Mail to 073XX (includes any seller handling fees)				\$8.99 USD
Shipping Insurance (not offered):				--
Total:				\$30.49 USD

Purchased From: smitty762**Transaction ID:** 4P0452231J783053C

Item #	Item Title	Quantity	Price	Subtotal
290128350928	<u>Lot 6 DVD Movies Tom Cruise Nicholas Cage Stallone</u>	1	\$6.50 USD	\$6.50 USD
Shipping & Handling via Standard Delivery to 073XX (includes any seller handling fees)				\$10.00 USD
Shipping Insurance (optional):				--
Total:				\$16.50 USD

The above purchases are separate transactions. If in the future you have a question about one of the transactions, please refer to that purchase using its individual transaction ID.

YAHOO! MAIL

Your Payment Has Been Sent

Friday, June 15, 2007 12:40 PM

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <FleaMarket@MyStockroom.com>

Dear Badisse Mehmet,

Your payment for \$554.30 USD to Kellyweaverkdub@hotmail.com has been sent.

Payment Details

Amount: \$554.30 USD

Transaction ID: 9RH31783C7144701U

Subject: Settlements

Message:

Files

6670 \$305.00

6796 \$249.30

View the details of this transaction online at:

<https://www.paypal.com/us/vst/id=9RH31783C7144701U>

This payment was sent using your credit card.

For your future payments, try using Instant Transfer instead!

- Pay instantly and securely
- Faster than paying with checks

YAHOO! MAIL

Your Payment Has Been Sent

Friday, June 8, 2007 11:32 AM

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <FleaMarket@MyStockroom.com>

Dear Badisse Mehmet,

Your payment for \$386.51 USD to Kellyweaverkdub@hotmail.com has been sent.

Payment Details

Amount: \$386.51 USD

Transaction ID: 8TG51499VJ964390N

Subject: Settlements

Message:

Files

6756 \$246.35

6640 \$39.28

1736 \$53.38

1995 \$25

6151 \$22.50

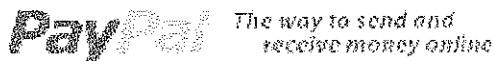
View the details of this transaction online at:

<https://www.paypal.com/us/vot/id=8TG51499VJ964390N>

This payment was sent using your credit card.

YAHOO! MAIL**Receipt for Your Payment to Gabbana916@aol.com**

Wednesday, June 6, 2007 7:58 PM

From: "service@paypal.com" <service@paypal.com>**To:** "Badisse Mehmet" <FleaMarket@MyStockroom.com>

Dear Badisse Mehmet,

This email confirms that you, cindys-giftsshop, have paid Gabbana916@aol.com \$62.13 USD using PayPal.

Payment Details**Purchased From:** jaqi209**Transaction ID:** 9EF92979RG9922124

Item #	Item Title	Quantity	Price	Subtotal
170117931777	<u>20 DVDs Lot - Great Titles!</u>	1	\$50.00 USD	\$50.00 USD
Shipping & Handling via USPS Parcel Post to 073XX (includes any seller handling fees)				\$10.48 USD
Shipping Insurance (required):				\$1.65 USD
Total:				\$62.13 USD

Shipping Information

Shipping Info: David & Cindy Mehmet
c/o Mystockroom.com
180 Thorne Street, Apt 2
Jersey City, NJ 07307
United States

Address Status: Unconfirmed

If you have questions about the shipping and tracking of your purchased item or service, please contact the seller Gabbana916@aol.com.

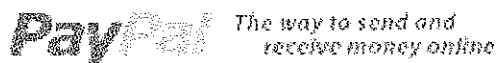
Thank you for using PayPal!
The PayPal Team

Your monthly account statement is available anytime; just log in to your account at

YAHOO! MAIL

Receipt for Your Payment to middleclear@comcast.net

Wednesday, June 6, 2007 7:57 PM

From: "service@paypal.com" <service@paypal.com>**To:** "Badisse Mehmet" <FleaMarket@MyStockroom.com>

Dear Badisse Mehmet,

This email confirms that you, cindys-giftsshop, have paid middleclear@comcast.net \$68.99 USD using PayPal.

Payment Details**Purchased From:** middleclear**Transaction ID:** 6PH59479BY829884P

Item #	Item Title	Quantity	Price	Subtotal
130118815159	HUGE XBOX / 360 VIDEO GAMES LOT - 007 WOLFENSTEIN NRI	1	\$61.00 USD	\$61.00 USD
Shipping & Handling via USPS Parcel Post to 073XX (includes any seller handling fees)				\$7.99 USD
Shipping Insurance (included):				--
Total:				\$68.99 USD

Shipping Information

Shipping Info: David & Cindy Mehmet
c/o Mystockroom.com
180 Thorne Street, Apt 2
Jersey City, NJ 07307
United States

Address Status: Unconfirmed

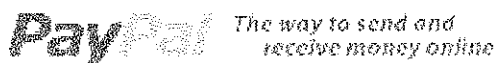
If you have questions about the shipping and tracking of your purchased item or service, please contact the seller middleclear@comcast.net.

Thank you for using PayPal!
The PayPal Team

YAHOO! MAIL

Receipt for Your Payment to silver101905@hotmail.com

Tuesday, June 5, 2007 2:33 PM

From: "service@paypal.com" <service@paypal.com>**To:** "Badisse Mehmet" <FleaMarket@MyStockroom.com>

Dear Badisse Mehmet,

This email confirms that you, cindys-giftsshop, have paid silver101905@hotmail.com \$71.00 USD using PayPal.

Payment Details**Purchased From:** 1silver2005**Transaction ID:** 8PR05526R6172544N

Item #	Item Title	Quantity	Price	Subtotal
200113818158	LOT OF 20 DVDS~NEWER RELEASES~ HOSTEL, CLICK, SILENT HILL	1	\$46.00 USD	\$46.00 USD
Shipping & Handling via Standard Delivery to 073XX (includes any seller handling fees)				\$25.00 USD
Shipping Insurance (optional):				--
Total:				\$71.00 USD

Shipping Information

Shipping Info: David & Cindy Mehmet
c/o Mystockroom.com
180 Thorne Street, Apt 2
Jersey City, NJ 07307
United States

Address Status: Unconfirmed

If you have questions about the shipping and tracking of your purchased item or service, please contact the seller silver101905@hotmail.com.

Thank you for using PayPal!
The PayPal Team

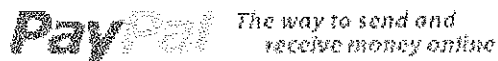
YAHOO! MAIL

Receipt for Your Payment to ryanrtu@yahoo.com

Tuesday, June 5, 2007 2:29 PM

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <FleaMarket@MyStockroom.com>



Dear Badisse Mehmet,

This email confirms that you, cindys-giftsshop, have paid ryanrtu@yahoo.com \$31.39 USD using PayPal.

Payment Details

Purchased From: ryans_games

Transaction ID: 26H15214PH489613N

Item #	Item Title	Quantity	Price	Subtotal
270123414726	*5 PSP MOVIES LOT! UMDS VIDEOS SAW XXX SPIDERMAN MORE!*	1	\$21.50 USD	\$21.50 USD
Shipping & Handling via USPS Priority Mail to 073XX (includes any seller handling fees)				\$9.89 USD
Shipping Insurance (optional):				--
Total:				\$31.39 USD

Shipping Information

Shipping Info: David & Cindy Mehmet
c/o Mystockroom.com
180 Thorne Street, Apt 2
Jersey City, NJ 07307
United States

Address Status: Unconfirmed

If you have questions about the shipping and tracking of your purchased item or service, please contact the seller ryanrtu@yahoo.com.

Thank you for using PayPal!
The PayPal Team

YAHOO! MAIL

Your Payment Has Been Sent

Monday, June 4, 2007 11:20 AM

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <FleaMarket@MyStockroom.com>

Dear Badisse Mehmet,

Your payment for \$3.00 USD to allen25@insightbb.com has been sent.

Payment Details

Amount: \$3.00 USD

Transaction ID: 1FY71802YD915423D

Subject: Reimburse eBay fees

Message:

Thank you.

View the details of this transaction online at:

<https://www.paypal.com/us/vetfd=1FY71802YD915423D>

This payment was sent using your bank account.

By using your bank account to send money, you just:

- Paid easily and securely
- Sent money faster than writing and mailing paper checks
- Paid instantly – your purchase won't show up on bills at the end of the month.

Thanks for using your bank account!

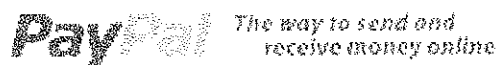
YAHOO! MAIL

You have authorized a payment to Movielink, LLC

Saturday, June 2, 2007 7:23 PM

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <FleaMarket@MyStockroom.com>



Dear Badisse Mehmet,

This email confirms that you have authorized a payment to Movielink, LLC (service@movielinkhelp.com) for using PayPal.

Your funds will be transferred at a later time when the merchant processes your payment. If you hold a PayPal balance at that time, your payment will be drawn from your PayPal balance before the funding sources you have selected.

Payment Details

Transaction ID: 5TM84385G5828950P
Item Price: \$19.99 USD
Total: \$19.99 USD
Buyer: Badisse Mehmet

Business Information

Business: Movielink, LLC
Contact E-Mail: service@movielinkhelp.com

If you have questions about the shipping and tracking of your purchased item or service, please contact Movielink, LLC at service@movielinkhelp.com.

Thank you for using PayPal!
The PayPal Team

Your monthly account statement is available anytime; just log in to your account at <https://www.paypal.com/us/HISTORY>. To correct any errors, please contact us through our Help Center at <https://www.paypal.com/us/HELP>.

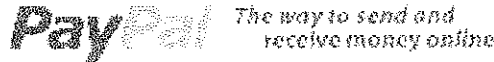
Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, [log in](#) to your PayPal account and choose the Help link located in the top right corner of any PayPal page.

To receive email notifications in plain text instead of HTML, update your preferences [here](#).

PayPal Email ID PP120

YAHOO! MAIL**Receipt for Your Payment to CinemaNow, Inc.**

Wednesday, May 30, 2007 10:40 PM

From: "service@paypal.com" <service@paypal.com>**To:** "Badisse Mehmet" <FleaMarket@MyStockroom.com>

Dear Badisse Mehmet,

This email confirms that you have paid CinemaNow, Inc.
(paypal@cinemanow.com) \$2.99 USD using PayPal.

Payment Details**Transaction ID:** 39196533EY5832240**Item Price:** \$2.99 USD**Total:** \$2.99 USD**Order Description:** I, Robot for \$2.99**Buyer:** Badisse Mehmet**Business Information****Business:** CinemaNow, Inc.**Contact E-Mail:** paypal@cinemanow.com

If you have questions about the shipping and tracking of your purchased item or service, please contact CinemaNow, Inc. at paypal@cinemanow.com.

Thank you for using PayPal!
The PayPal Team

Your monthly account statement is available anytime; just log in to your account at <https://www.paypal.com/us/HISTORY>. To correct any errors, please contact us through our Help Center at <https://www.paypal.com/us/HELP>.

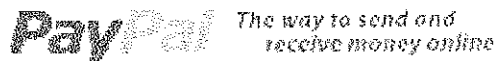
Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, [log in](#) to your PayPal account and choose the Help link located in the top right corner of any PayPal page.

To receive email notifications in plain text instead of HTML, update your preferences [here](#).

PayPal Email ID PP120

YAHOO! MAIL**Receipt for Your Payment to austinsmail@juno.com**

Sunday, May 27, 2007 6:36 PM

From: "service@paypal.com" <service@paypal.com>**To:** "Badisse Mehmet" <FleaMarket@MyStockroom.com>

Dear Badisse Mehmet,

This email confirms that you, cindys-giftsshop, have paid austinsmail@juno.com \$11.23 USD using PayPal.

Payment Details**Purchased From:** queentonia**Transaction ID:** 5XH57808AN056305T

Item #	Item Title	Quantity	Price	Subtotal
250117909553	Vintage Brass Bell Wood Handle Call Desk/Hotel/Lobby	1	\$2.24 USD	\$2.24 USD
Shipping & Handling via USPS Priority Mail to 073XX (includes any seller handling fees)				\$8.99 USD
Shipping Insurance (optional):				--
Total:				\$11.23 USD

Note: We would appreciate shipment of this product as soon as possible as we would like to use it next weekend. Thank You, Cindy

Shipping Information

Shipping Info: David & Cindy Mehmet
c/o Mystockroom.com
180 Thorne Street, Apt 2
Jersey City, NJ 07307
United States

Address Status: Unconfirmed

If you have questions about the shipping and tracking of your purchased item or service, please contact the seller austinsmail@juno.com.

Thank you for using PayPal!

YAHOO! MAIL

New email address added to your PayPal account

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <payments@stockwanted.com>

Dear Badisse Mehmet,

You have added FleaMarket@MyStockroom.com as a new email address for your PayPal account.

If you did not authorize this change or if you need assistance with your account, please contact PayPal customer service at:

https://www.paypal.com/us/w/f?ap_emailThank you for using PayPal!
The PayPal Team

Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, log in to your PayPal account and click the Help link located in the top right corner of any PayPal page.

PROTECT YOUR PASSWORD

NEVER give your password to anyone, including PayPal employees. Protect yourself against fraudulent websites by opening a new web browser (e.g. Internet Explorer or Netscape) and typing in the PayPal URL every time you log in to your account.

PayPal Email ID PP0072nd email for
ACCT "7132"

Friday, May 25, 2007 2:02 AM

Flea market @ my stockroom .com
was add to this acct "7132"

YAHOO! MAIL

Your Payment Has Been Sent

Thursday, May 24, 2007 11:39 AM

From: "service@paypal.com" <service@paypal.com>
To: "Badisse Mehmet" <payments@stockwanted.com>

Dear Badisse Mehmet,

Your payment for \$177.00 USD to Kellyweaverkdub@hotmail.com has been sent.

Payment Details

Amount: \$177.00 USD

Transaction ID: 39X64129BX509100V

Subject: Invoice for file# 6666

Message:
Payment for Empire settlement file# 6666

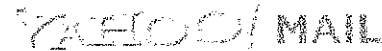
View the details of this transaction online at:

<https://www.paypal.com/us/vst/id=39X64129BX509100V>

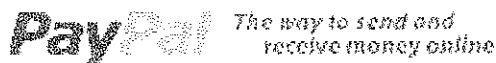
This payment was sent using your credit card.

For your future payments, try using Instant Transfer instead!

- Pay instantly and securely
 - Faster than paying with checks
 - Pay directly from your bank account - purchases won't show up on bills at the end of the month.
-

**Receipt for Your Payment to CinemaNow, Inc.**

Wednesday, May 23, 2007 8:32 PM

From: "service@paypal.com" <service@paypal.com>**To:** "Badisse Mehmet" <payments@stockwanted.com>

Dear Badisse Mehmet,

This email confirms that you have paid CinemaNow, Inc.
(paypal@cinemanow.com) \$2.99 USD using PayPal.

Payment Details

Transaction ID: 7H60380828892783R
Item Price: \$2.99 USD
Total: \$2.99 USD
Order Description: Danika for \$2.99
Buyer: Badisse Mehmet

Business Information

Business: CinemaNow, Inc.
Contact E-Mail: paypal@cinemanow.com

If you have questions about the shipping and tracking of your purchased item or service, please contact CinemaNow, Inc. at paypal@cinemanow.com.

Thank you for using PayPal!
The PayPal Team

Your monthly account statement is available anytime; just log in to your account at <https://www.paypal.com/us/HISTORY>. To correct any errors, please contact us through our Help Center at <https://www.paypal.com/us/HELP>.

Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, [log in](#) to your PayPal account and choose the Help link located in the top right corner of any PayPal page.

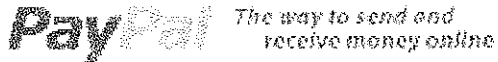
To receive email notifications in plain text instead of HTML, update your preferences [here](#).

PayPal Email ID PP120

YAHOO! MAIL

Receipt for your eBay Gift Certificate purchase

Wednesday, May 23, 2007 12:58 PM

From: "service@paypal.com" <service@paypal.com>**To:** "Badisse Mehmet" <payments@stockwanted.com>

Dear Badisse Mehmet,

This email confirms that you have purchased an eBay Gift Certificate.

Payment Details**Recipient Email:** Receipts@MyStockroom.com**Recipient Name:** Not Provided**Payment For:** eBay Gift Certificate**Amount:** \$10.00 USD**Note from the buyer:** A big thank you from MyStockroom.**Delivery Method:** To be printed**Protect Your Account Info**

Make sure you never provide your password to fraudulent websites.

To safely and securely access the PayPal website or your account, open a new web browser (e.g. Internet Explorer or Netscape) and type in the PayPal URL (<https://www.paypal.com/us/>) to be sure you are on the real PayPal site.

PayPal will never ask you to enter your password in an email.

To learn more about protecting yourself from fraud, visit the Security Center. Click "Security Center" on the bottom of any PayPal page

Print This Gift Certificate[Click to print this gift certificate](#)

To purchase another eBay Gift Certificate, click <http://certificates.ebay.com>

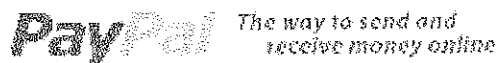
Thank you for using PayPal!
The PayPal Team

PayPal Email ID PP100

YAHOO! MAIL

Receipt for Your Payment to stopchoose@orangemega.com

Saturday, May 19, 2007 12:17 AM

From: "service@paypal.com" <service@paypal.com>**To:** "Badisse Mehmet" <payments@stockwanted.com>

Dear Badisse Mehmet,

This email confirms that you, cindys-giftsshop, have paid stopchoose@orangemega.com \$8.98 USD using PayPal.

Payment Details**Purchased From:** stopchoose**Transaction ID:** 8BD75697VP5595011

Item #	Item Title	Quantity	Price	Subtotal
330120780544	CLASSIC STYLE MICROPHONE NIC FOR LAPTOP PC MSN SKYPE	1	\$2.99 USD	\$2.99 USD
Shipping & Handling via Standard Delivery to 073XX (includes any seller handling fees)				\$5.99 USD
Shipping Insurance (not offered):				--
Total:				\$8.98 USD

Shipping Information

Shipping Info: David & Cindy Mehmet
c/o Mystockroom.com
180 Thorne Street, Apt 2
Jersey City, NJ 07307
United States

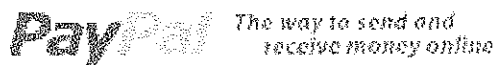
Address Status: Confirmed

If you have questions about the shipping and tracking of your purchased item or service, please contact the seller stopchoose@orangemega.com.

Thank you for using PayPal
The PayPal Team

YAHOO! MAIL**Receipt for Your Payment to liza5412@bellsouth.net**

Friday, May 18, 2007 10:16 PM

From: "service@paypal.com" <service@paypal.com>**To:** "Badisse Mehmet" <payments@stockwanted.com>

Dear Badisse Mehmet,

This email confirms that you, cindys-giftsshop, have paid liza5412@bellsouth.net \$43.75 USD using PayPal.

This credit card transaction will appear on your bill as "PAYPAL *LIZA5412".

Payment Details**Purchased From:** gritsinsc**Transaction ID:** 9WE55487RP738592R

Item #	Item Title	Quantity	Price	Subtotal
110128749147	<u>Set of 2 Director's chairs New in Box!</u> <u>Great for Games!</u>	1	\$30.00 USD	\$30.00 USD
Shipping & Handling via UPS Ground to 073XX (includes any seller handling fees)				\$13.75 USD
Shipping Insurance (optional):				--
Total:				\$43.75 USD

Shipping Information

Shipping Info: David & Cindy Mehmet
c/o Mystockroom.com
180 Thorne Street, Apt 2
Jersey City, NJ 07307
United States

Address Status: Confirmed

If you have questions about the shipping and tracking of your purchased item or service, please contact the seller liza5412@bellsouth.net.

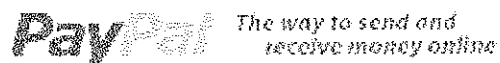
Thank you for using PayPal!

PAID MAIL

Receipt for Your Payment to sales@challengeronline.com

Friday, May 18, 2007 9:12 PM

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <payments@stockwanted.com>


Dear Badisse Mehmet,

This email confirms that you, cindys-giftsshop, have paid sales@challengeronline.com \$124.95 USD using PayPal.

This credit card transaction will appear on your bill as "PAYPAL *CHALLENGER".

Payment Details
Purchased From: challengeronline

Transaction ID: 5S696337CM0867020

Item #	Item Title	Quantity	Price	Subtotal
150122536765	<u>Folding Table Foldable Desk Office Home</u> <u>Picnic 72 INCH</u>	1	\$56.90 USD	\$56.90 USD
Shipping & Handling via UPS 3 Day Select to 073XX (includes any seller handling fees)				\$68.05 USD
Shipping Insurance (not offered):				--
Total:				\$124.95 USD

Note: We need table asap. Can you please mail it out right away? Thank You, Cindy

Shipping Information

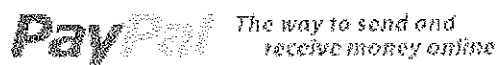
Shipping Info: David & Cindy Mehmet
c/o Mystockroom.com
180 Thorne Street, Apt 2
Jersey City, NJ 07307
United States

Address Status: Confirmed

If you have questions about the shipping and tracking of your purchased item or service, please contact the seller sales@challengeronline.com.

YAHOO! MAIL**Receipt for Your Payment to donh36@surfplus.net**

Friday, May 18, 2007 8:27 PM

From: "service@paypal.com" <service@paypal.com>**To:** "Badisse Mehmet" <payments@stockwanted.com>

Dear Badisse Mehmet,

This email confirms that you, cindys-giftsshop, have paid donh36@surfplus.net \$148.00 USD using PayPal.

Payment Details**Purchased From:** surfplusauctions**Transaction ID:** 2K266745AN177563E

Item #	Item Title	Quantity	Price	Subtotal
180118056121	Adonix Technology ADY1711B (Black) Monitor	1	\$119.00 USD	\$119.00 USD

Shipping & Handling via USPS Priority Mail to 073XX (includes any seller handling fees)	\$29.00 USD
Shipping Insurance (optional):	--

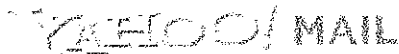
Total: \$148.00 USD**Note:** We need this monitor asap. It will be appreciated. We've paid for priority shipping.**Shipping Information**

Shipping Info: David & Cindy Mehmet
c/o Mystockroom.com
180 Thorne Street, Apt 2
Jersey City, NJ 07307
United States

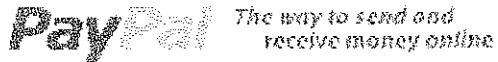
Address Status: Confirmed

If you have questions about the shipping and tracking of your purchased item or service, please contact the seller donh36@surfplus.net.

Thank you for using PayPal!
The PayPal Team

**Receipt for Your Payment to eBay, Inc**

Friday, May 18, 2007 6:26 AM

From: "service@paypal.com" <service@paypal.com>**To:** "Badisse Mehmet" <payments@stockwanted.com>

Dear Badisse Mehmet,

This email confirms that you have paid eBay, Inc
(support@ebay.com) \$145.19 USD using PayPal.

Payment Details

Transaction ID: 9LP1014471245800L
Item Price: \$145.19 USD
Total: \$145.19 USD
Order Description: eBay Seller Fees
Item/Product Number: 00000000000382894956
Invoice ID: 00000000000382894956
Buyer: Badisse Mehmet

Business Information

Business: eBay, Inc
Contact E-Mail: support@ebay.com

If you have questions about the shipping and tracking of your purchased item or service, please contact eBay, Inc at support@ebay.com.

Thank you for using PayPal!
The PayPal Team

Your monthly account statement is available anytime; just log in to your account at <https://www.paypal.com/us/HISTORY>. To correct any errors, please contact us through our Help Center at <https://www.paypal.com/us/HELP>. Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, [log in](#) to your PayPal account and choose the Help link located in the top right corner of any PayPal page.

To receive email notifications in plain text instead of HTML, update your preferences [here](#).

PayPal Email ID PP120

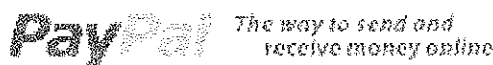
YAHOO! MAIL

You have authorized a payment to Movielink, LLC

Wednesday, May 16, 2007 8:04 PM

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <payments@stockwanted.com>



Dear Badisse Mehmet,

This email confirms that you have authorized a payment to Movielink, LLC (service@movielinkhelp.com) for using PayPal.

Your funds will be transferred at a later time when the merchant processes your payment. If you hold a PayPal balance at that time, your payment will be drawn from your PayPal balance before the funding sources you have selected.

Payment Details

Transaction ID: 25T13605KV0052613

Item Price: \$3.95 USD

Total: \$3.95 USD

Buyer: Badisse Mehmet

Business Information

Business: Movielink, LLC

Contact E-Mail: service@movielinkhelp.com

If you have questions about the shipping and tracking of your purchased item or service, please contact Movielink, LLC at service@movielinkhelp.com.

Thank you for using PayPal!
The PayPal Team

Your monthly account statement is available anytime; just log in to your account at <https://www.paypal.com/us/HISTORY>. To correct any errors, please contact us through our Help Center at <https://www.paypal.com/us/HELP>.

Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, [log in](#) to your PayPal account and choose the Help link located in the top right corner of any PayPal page.

To receive email notifications in plain text instead of HTML, update your preferences [here](#).

PayPal Email ID PP120

YAHOO! MAIL

Your Payment Has Been Sent

Thursday, May 10, 2007 8:48 AM

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <payments@stockwanted.com>

Dear Badisse Mehmet,

Your payment for \$170.00 USD to Kellyweaverkub@hotmail.com has been sent.

Payment Details

Amount: \$170.00 USD

Transaction ID: 69L147202B582430X

Subject: \$170

Message:

For file# 5359

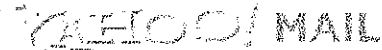
View the details of this transaction online at:

<https://www.paypal.com/us/vst/id=69L147202B582430X>

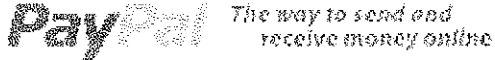
This payment was sent using your credit card.

For your future payments, try using Instant Transfer instead!

- Pay instantly and securely**
 - Faster than paying with checks**
 - Pay directly from your bank account - purchases won't show up on bills at the end of the month.**
-

**Receipt for your Payment to eBay, Inc**

Wednesday, May 9, 2007 2:38 PM

From: "service@paypal.com" <service@paypal.com>**To:** "Badisse Mehmet" <mbk20001@yahoo.com>

Dear Badisse Mehmet,

This email confirms that you have paid eBay, Inc \$18.22 USD using PayPal.

This credit card transaction will appear on your bill as "PAYPAL *EBAY INC".

Use PayPal Next Time!

Our records indicate that you have a PayPal account. For future purchases, use your PayPal account for a faster and more convenient checkout. Your financial information is securely stored and never shared.

Payment Details

Item Price:	\$18.22 USD
Total:	\$18.22 USD
Order Description:	eBay Seller Fees
Item/Product Number:	00000000000378558948
Invoice ID:	00000000000378558948
Buyer:	Badisse Mehmet

Business Information

Business:	eBay, Inc
Contact E-Mail:	support@ebay.com

Receipt Number: 1485-6817-6449-4745

Keep your Receipt Number (shown above) for future reference. You will need to refer to this number if you need customer service from eBay, Inc or from PayPal.

If you have questions about your purchase, such as shipping and tracking, we encourage you to contact the seller, eBay, Inc at support@ebay.com.

If you have been unable to resolve your questions with the merchant, PayPal offers a free buyer complaint resolution service that offers a quick, easy resolution to your concerns. It covers physical goods purchases made through PayPal, and is offered at no charge when you register for a free PayPal account. To sign up for an account, click on the 'Save My Information' link above.

Thank you for using PayPal!
The PayPal Team

Please do not reply to this email. Email sent to this address cannot be answered.

YAHOO! MAIL

Your Payment Has Been Sent

Wednesday, May 9, 2007 12:06 PM

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <payments@stockwanted.com>

Dear Badisse Mehmet,

Your payment for \$76.03 USD to Keilywsaverk.dub@hotmail.com has been sent.

Payment Details

Amount: \$76.03 USD

Transaction ID: 5R7362589N063371Y

View the details of this transaction online at:

https://www.paypal.com/us/cgi-bin/?_af=5R7362589N063371Y

This payment was sent using your credit card.

For your future payments, try using Instant Transfer instead!

- Pay instantly and securely
 - Faster than paying with checks
 - Pay directly from your bank account - purchases won't show up on bills at the end of the month.
-

Thank you for using PayPal!
The PayPal Team

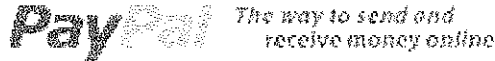
YACIOO/MAIL

You have authorized a payment to Movielink, LLC

Thursday, May 3, 2007 9:07 PM

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <payments@stockwanted.com>



Dear Badisse Mehmet,

This email confirms that you have authorized a payment to Movielink, LLC (service@movielinkhelp.com) for using PayPal.

Your funds will be transferred at a later time when the merchant processes your payment. If you hold a PayPal balance at that time, your payment will be drawn from your PayPal balance before the funding sources you have selected.

Payment Details

Transaction ID: 7SM338498B0726942
Item Price: \$0.99 USD
Total: \$0.99 USD
Buyer: Badisse Mehmet

Business Information

Business: Movielink, LLC
Contact E-Mail: service@movielinkhelp.com

If you have questions about the shipping and tracking of your purchased item or service, please contact Movielink, LLC at service@movielinkhelp.com.

Thank you for using PayPal!
The PayPal Team

Your monthly account statement is available anytime; just log in to your account at <https://www.paypal.com/us/HISTORY>. To correct any errors, please contact us through our Help Center at <https://www.paypal.com/us/HELP>. Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, [log in](#) to your PayPal account and choose the Help link located in the top right corner of any PayPal page.

To receive email notifications in plain text instead of HTML, update your preferences [here](#).

PayPal Email ID PP120

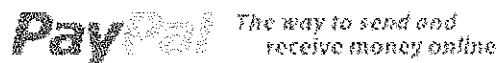
YAHOO! MAIL

Receipt for Your Payment to Go Daddy Software, Inc.

Wednesday, May 2, 2007 4:08 PM

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <payments@stockwanted.com>



Dear Badisse Mehmet,

This email confirms that you have paid Go Daddy Software, Inc.
(billing@godaddy.com) \$8.93 USD using PayPal.

Payment Details

Transaction ID: 8C969880Y34315124
Item Price: \$8.93 USD
Total: \$8.93 USD
Invoice ID: 67029461
Buyer: Badisse Mehmet

Billing Agreement Details

PayPal Receipt ID: B-4RP45031FC024042X

**Description of
Billing Agreement:**

Funding Sources Used

PayPal Balance: \$8.93 USD

Business Information

Business: Go Daddy Software, Inc.
Contact E-Mail: billing@godaddy.com

If you have questions about the shipping and tracking of your purchased item or service, please contact Go Daddy Software, Inc. at billing@godaddy.com.

To reach PayPal Customer Support, call 1-888-221-1161

For more information on Billing Agreements, go to the PayPal site and click the "Help" link in the upper right corner. Then type "Billing Agreements" into the search box to find answers to your questions.

Thank you for using PayPal!
The PayPal Team

Your monthly account statement is available anytime; just log in to your account at <https://www.paypal.com/us/HISTORY>. To correct any errors, please contact us through our Help Center at <https://www.paypal.com/us/HELP>. Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, [log in](#) to your PayPal account and choose the Help link located in the top right corner of any

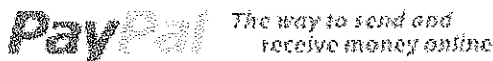
YAHOO! MAIL

You have authorized a payment to Movielink, LLC

Saturday, April 28, 2007 8:55 PM

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <payments@stockwanted.com>



Dear Badisse Mehmet,

This email confirms that you have authorized a payment to Movielink, LLC (service@movielinkhelp.com) for using PayPal.

Your funds will be transferred at a later time when the merchant processes your payment. If you hold a PayPal balance at that time, your payment will be drawn from your PayPal balance before the funding sources you have selected.

Payment Details

Transaction ID: 3ST036582E265774V
Item Price: \$14.99 USD
Total: \$14.99 USD
Buyer: Badisse Mehmet

Business Information

Business: Movielink, LLC
Contact E-Mail: service@movielinkhelp.com

If you have questions about the shipping and tracking of your purchased item or service, please contact Movielink, LLC at service@movielinkhelp.com.

Thank you for using PayPal!
The PayPal Team

Your monthly account statement is available anytime; just log in to your account at <https://www.paypal.com/us/HISTORY>. To correct any errors, please contact us through our Help Center at <https://www.paypal.com/us/HELP>.

Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, [log in](#) to your PayPal account and choose the Help link located in the top right corner of any PayPal page.

To receive email notifications in plain text instead of HTML, update your preferences [here](#).

PayPal Email ID PP120

YAHOO! MAIL

Your Payment Has Been Sent

Saturday, April 28, 2007 7:48 PM

From: "service@paypal.com" <service@paypal.com>
To: "Badisse Mehmet" <payments@stockwanted.com>

Dear Badisse Mehmet,

Your payment for \$30.00 USD to Receipts@MyStockroom.com has been sent.

Payment Details

Amount: \$30.00 USD

Transaction ID: 8UK07849AJ6960456

Subject: Thank You.

Message:
Invoice \$30

View the details of this transaction online at:

<https://www.paypal.com/us/st/d=8UK07849AJ6960456>

This payment was sent using your bank account.

By using your bank account to send money, you just:

- Paid easily and securely
- Sent money faster than writing and mailing paper checks
- Paid instantly -- your purchase won't show up on bills at the end of the month.

Thanks for using your bank account!

YAHOO! MAIL

Your Payment Has Been Sent

Wednesday, April 18, 2007 4:37 PM

From: "service@paypal.com" <service@paypal.com>
To: "Badisse Mehmet" <payments@stockwanted.com>

Dear Badisse Mehmet,

Your payment for \$60.00 USD to Kellyweaverclub@hotmail.com has been sent.

Payment Details

Amount: \$60.00 USD

Transaction ID: 7PY29384KP2502153

Subject: Vonage Phone

Message:

Please forward the invoice after purchase.

View the details of this transaction online at:

<https://www.paypal.com/us/vet/fid=7PY29384KP2502153>

This payment was sent using your credit card.

For your future payments, try using Instant Transfer instead!

- Pay instantly and securely
 - Faster than paying with checks
 - Pay directly from your bank account - purchases won't show up on bills at the end of the month.
-

YAHOO! MAIL

Your Payment Has Been Sent

Saturday, March 31, 2007 8:47 PM

From: "service@paypal.com" <service@paypal.com>
To: "Badisse Mehmet" <payments@stockwanted.com>

Dear Badisse Mehmet,

Your payment for \$55.00 USD to evelyn@hybridkdesign.net has been sent.

Payment Details

Amount: \$55.00 USD

Transaction ID: 8VL50871549578921

Subject: Mindfreeze Video Monitor

Message:
Thank You.

View the details of this transaction online at:

<https://www.paypal.com/us/vst/id=8VL50871549578921>

This payment was sent using your credit card.

For your future payments, try using Instant Transfer instead!

- Pay instantly and securely
 - Faster than paying with checks
 - Pay directly from your bank account - purchases won't show up on bills at the end of the month.
-

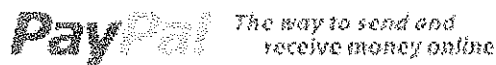
PAID MAIL

You have authorized a payment to Movielink, LLC

Tuesday, March 27, 2007 5:25 PM

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <payments@stockwanted.com>



Dear Badisse Mehmet,

This email confirms that you have authorized a payment to Movielink, LLC (service@movielinkhelp.com) for using PayPal.

Your funds will be transferred at a later time when the merchant processes your payment. If you hold a PayPal balance at that time, your payment will be drawn from your PayPal balance before the funding sources you have selected.

Payment Details

Transaction ID: 9J824681H56701607
Item Price: \$14.99 USD
Total: \$14.99 USD
Buyer: Badisse Mehmet

Business Information

Business: Movielink, LLC
Contact E-Mail: service@movielinkhelp.com

If you have questions about the shipping and tracking of your purchased item or service, please contact Movielink, LLC at service@movielinkhelp.com.

Thank you for using PayPal!
The PayPal Team

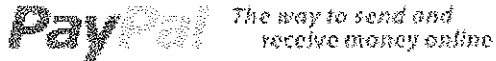
Your monthly account statement is available anytime; just log in to your account at <https://www.paypal.com/us/HISTORY>. To correct any errors, please contact us through our Help Center at <https://www.paypal.com/us/HELP>. Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, [log in](#) to your PayPal account and choose the Help link located in the top right corner of any PayPal page.

To receive email notifications in plain text instead of HTML, update your preferences [here](#).

PayPal Email ID PP120

YAHOO! MAIL**Receipt for Your Payment to Elsten Jerson, S.L.**

Wednesday, March 14, 2007 7:13 PM

From: "service@paypal.com" <service@paypal.com>**To:** "Badisse Mehmet" <payments@stockwanted.com>

Dear Badisse Mehmet,

This email confirms that you have paid Elsten Jerson, S.L.
(drivers2@helpdrivers.com) \$4.95 USD using PayPal.

Payment Details**Transaction ID:** 2443623398358510B**Item Price:** \$4.95 USD**Total:** \$4.95 USD**Order Description:** Vmmer / GRABBEE III USB Drivers /
Windows 98-98Se-Me-2000-XP**Item/Product****Number:** 2210565**Buyer:** Badisse Mehmet**Business Information****Business:** Elsten Jerson, S.L.**Contact E-Mail:** drivers2@helpdrivers.com

If you have questions about the shipping and tracking of your purchased item or service, please contact Elsten Jerson, S.L. at drivers2@helpdrivers.com.

Thank you for using PayPal!
The PayPal Team

Your monthly account statement is available anytime; just log in to your account at <https://www.paypal.com/us/HISTORY>. To correct any errors, please contact us through our Help Center at <https://www.paypal.com/us/HELP>.

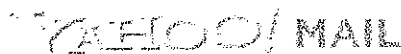
FOR INTERNATIONAL PAYMENTS ONLY

Commissions and Fees incurred by sender: \$0.00

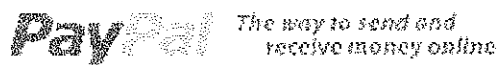
Rate of Exchange: The above exchange rate includes a 2.5% spread above the wholesale exchange rate at which PayPal obtains foreign currency, and the spread is retained by PayPal. If and when the Recipient chooses to withdraw these funds from the PayPal System, and if the withdrawal involves a currency conversion, the Recipient will convert the funds at the applicable currency exchange rate at the time of the withdrawal, and the Recipient may incur a withdrawal fee.

RIGHT TO REFUND

You, the customer, are entitled to a refund of the money to be transmitted as a result of this

**Receipt for Your Payment to CinemaNow, Inc.**

Tuesday, March 13, 2007 8:15 PM

From: "service@paypal.com" <service@paypal.com>**To:** "Badisse Mehmet" <payments@stockwanted.com>

Dear Badisse Mehmet,

This email confirms that you have paid CinemaNow, Inc.
(paypal@cinemanow.com) \$14.95 USD using PayPal.

Payment Details**Transaction ID:** 7Y876707CY155290Y**Item Price:** \$14.95 USD**Total:** \$14.95 USD**Order Description:** Casino Royale for \$14.95**Buyer:** Badisse Mehmet**Business Information****Business:** CinemaNow, Inc.**Contact E-Mail:** paypal@cinemanow.com

If you have questions about the shipping and tracking of your purchased item or service, please contact CinemaNow, Inc. at paypal@cinemanow.com.

Thank you for using PayPal!
The PayPal Team

Your monthly account statement is available anytime; just log in to your account at <https://www.paypal.com/us/HISTORY>. To correct any errors, please contact us through our Help Center at <https://www.paypal.com/us/HELP>.

Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, [log in](#) to your PayPal account and choose the Help link located in the top right corner of any PayPal page.

To receive email notifications in plain text instead of HTML, update your preferences [here](#).

PayPal Email ID PP120

B

YAHOO! MAIL

Your request has been approved!

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <payments@stockwanted.com>

Wednesday, April 18, 2007 11:41 PM

Dear Badisse Mehmet,

Congratulations! Your request for the PayPal ATM/Debit Card has been processed and approved. Your card is being manufactured and will arrive within 1 to 2 weeks.

With it, you will be able to access your PayPal balance instantly. Use it to pay for purchases at any store accepting MasterCard or to withdraw funds at ATMs.

When you receive the card in the mail, you will need to activate the card on our website before using it. With instant access to your funds, we hope the debit card makes your PayPal account even more valuable than before.

Thank you for making PayPal #1 in online payments.

Sincerely,
PayPal

PROTECT YOUR PASSWORD

NEVER give your password to anyone, including PayPal employees. Protect yourself against fraudulent websites by opening a new web browser (e.g. Internet Explorer or Netscape) and typing in the PayPal URL every time you log in to your account.

Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, log in to your PayPal account and click the Help link located in the top right corner of any PayPal page.

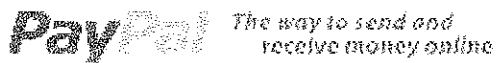
PayPal Email ID PP041

EX B

YAHOO! MAIL

Your PayPal Debit Card is Activated**From:** "service@paypal.com" <service@paypal.com>**To:** "Badisse Mehmet" <payments@stockwanted.com>

Tuesday, May 1, 2007 2:06 PM



Defendant
Approved ATM/Debit
card
for acct "7132"

Dear Badisse Mehmet,

* Thank you for activating your PayPal ATM/Debit Card. Please remember the following when you use your card:

1. You can spend or withdraw money that is in your PayPal balance. If you don't have enough money in your balance to cover the amount of a transaction, your Debit Card will draw the funds from your Backup Funding source.

Many people use their debit card to withdraw funds from the PayPal system, while others add money to their PayPal account from their bank account, taking advantage of PayPal's 1% cash back program.

2. For your protection, your card has daily spending and ATM withdrawal limits.

* Spend up to \$3,000.00 USD a day at stores displaying the MasterCard logo.

* Withdraw up to \$400.00 USD a day at ATMs.

3. Choose "Checking Account" to make an ATM withdrawal

When an ATM asks from which account you would like to withdraw money, select "Checking Account".

Thank you for using PayPal!

The PayPal Team

Become PayPal Preferred to get 1% cash back on your PayPal ATM/Debit Card purchases. Click the link below to learn more and enroll:

<https://www.paypal.com/DC-CASH>

PROTECT YOUR PASSWORD

NEVER give your password to anyone, including PayPal employees. Protect yourself against fraudulent websites by opening a new web browser (e.g. Internet Explorer or Netscape) and typing in the PayPal URL every time you log in to your account.

Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, [log in](#) to your PayPal account and choose the Help link located in the top right corner of any PayPal page.

YAHOO! MAIL

PayPal Investigation of the Received Unauthorized Claim: Case ID #PP-299-544-747

Thursday, June 21, 2007 7:23 PM

From: "service@paypal.com" <service@paypal.com>

To: FleaMarket@MyStockroom.com

Dear Badisse Mehmet,

An unauthorized account activity claim was recently filed against the following transaction:

Transaction Date: Jun 8, 2007

Transaction Amount: -\$225.00 USD

Your Transaction ID: 3LY31592FD802673A

Buyer's Transaction ID: 73A97820Y9800510V

Case Number: PP-299-544-747

Buyer's Name: MyStockroom

Buyer's Email: Resoluts@MyStockroom.com

To complete our investigation, you must provide additional information within the next seven days. Please log in to your PayPal account at <https://www.paypal.com> and go to the Resolution Center to view the details of this case. You will have the opportunity to enter any details or information regarding this case which will help PayPal investigate the matter fully.

Thanks for your cooperation through this process. We are continuing to work to ensure that PayPal is secure for all users.

Sincerely,

PayPal
Protection Services Department

Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, log in to your PayPal account and click the Help link located in the top right corner of any page. If your inquiry is regarding a claim, log in to your PayPal account and go to the Resolution Center.

BC:PP-299-544-747:R1:USD225.00:06212007:3LY31592FD802673A

PayPal Email ID PP927

EX-18"

YAHOO! MAIL

RE:Unauthorized Use of Your PayPal Account

Saturday, June 23, 2007 9:54 PM

From: "service@paypal.com" <service@paypal.com>**To:** Receipts@MyStockroom.com

Dear MyStockroom,

* Through careful research of the transaction(s) you submitted, PayPals Fraud Team has determined there is insufficient evidence in support of your claim. As a result, we have denied your Unauthorized Account Use Claim.

If you would like a copy of the documentation that was used in the course of our investigation, please send a letter via mail to:

PayPal, Inc.
Attn: Unauthorized account Access Appeal
P.O. Box 45950
Omaha, NE 68145

In your letter, please include your name, the email address on your PayPal account, and the date you filed the Unauthorized Account access Claim.

Sincerely,

Protection Services Department

Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, log in to your PayPal account and click the Help link located in the top right corner of any page. If your inquiry is regarding a claim, log in to your PayPal account and go to the Resolution Center.

BC:PP-299-544-739:R1::06212007:

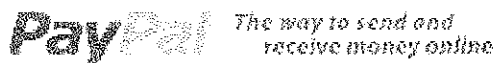
PayPal Email ID PP1218

EX B

YAHOO! MAIL

Get Verified and Remove Your Sending Limit

Wednesday, June 20, 2007 12:41 PM

From: "service@paypal.com" <service@paypal.com>**To:** "Badisse Mehmet" <FleaMarket@MyStockroom.com>**Get Verified and Remove Your Sending Limit**

Dear Badisse Mehmet,

Did you know that Unverified PayPal members have a Sending Limit?

You can send unlimited payments when you become Verified. It's easy! Just add and confirm a bank account or apply for the PayPal Plus Credit Card. Click the link below to get started.

Get Verified!

As a security measure, PayPal asks members to get Verified. This process is a secure and easy way to confirm a member's identity and leads to safer transactions between buyers and sellers.

Become Verified and help increase the security of your PayPal transactions for yourself and for everyone with whom you do business.

Verification gives you:

- **Higher spending power** - There's no limit to the amount of money you can send once you are Verified.
- **Increased security** - Verification not only offers you increased security, it lets others know you are a confirmed member of the PayPal community.
- **More buyer and seller confidence** - Buyers and sellers value your Verified status.

[Get Verified Now!](#)

If you have questions concerning Verification or your Sending Limit, please

<https://www.paypal.com/us/vrf/t=default>.

Thank you for using PayPal!
The PayPal Team

Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, [log in](#) to your PayPal account and choose the Help link located in the top right corner of any PayPal page.

Protect Your Account Info

Make sure you never provide your password to fraudulent websites.

To safely and securely access the PayPal website or your account, open a new web browser (e.g. Internet Explorer or Netscape) and type in the PayPal URL (<https://www.paypal.com/us/>) to be sure you are on the real PayPal site.

PayPal will never ask you to enter your password in an email.

To learn more about protecting yourself from fraud, visit the Security Center. Click "Security Center" on the bottom of any PayPal page

Protect Your Password

You should never give your PayPal password to anyone, including PayPal employees.

YAHOO! MAIL

You have successfully lifted your withdrawal limit

Tuesday, July 31, 2007 7:15 AM

From: "service@paypal.com" <service@paypal.com>

To: "Badisse Mehmet" <FleaMarket@MyStockroom.com>

Dear Badisse Mehmet,

Congratulations! Your withdrawal limit has now been lifted, and you may withdraw unlimited funds from your PayPal account.

Sincerely,
PayPal

PROTECT YOUR PASSWORD

NEVER give your password to anyone, including PayPal employees. Protect yourself against fraudulent websites by opening a new web browser (e.g. Internet Explorer or Netscape) and typing in the PayPal URL every time you log in to your account.

Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, log in to your PayPal account and click the Help link located in the top right corner of any PayPal page.

PayPal Email ID PP337

C

In the Matter of:
PayPal, Inc.
A Delaware Corporation.

ASSURANCE OF VOLUNTARY COMPLIANCE OR DISCONTINUANCE

This Assurance of Voluntary Compliance or Discontinuance ("Assurance") is entered into by the Attorneys General of the States of Alabama, Arizona, California, Delaware, Florida, Georgia¹, Hawaii², Illinois, Indiana, Iowa, Louisiana, Maryland, Minnesota, Mississippi, Nebraska, Nevada, New Jersey, New York³, North Carolina, Ohio, Oklahoma, Oregon, South Dakota, Tennessee⁴, Texas, Vermont, Washington, and West Virginia ("Attorneys General" or "States"), acting pursuant to their respective Consumer Protection Statutes⁵, and PayPal, Inc.

¹With regard to Georgia, the Administrator of the Fair Business Practices Act, appointed pursuant to O.C.G.A. 10-1-395, is statutorily authorized to undertake consumer protection functions, including acceptance of Assurances of Voluntary Compliance for the State of Georgia. Hereafter, when the signatory States are referred to as the "States" or "Attorneys General," such designation, as it pertains to Georgia, refers to the Administrator of the Fair Business Practices Act.

² With regard to Hawaii, the Director of the State of Hawaii Office of Consumer Protection is statutorily authorized to undertake consumer protection functions, including acceptance of Assurances of Voluntary Compliance for the State of Hawaii. Hereafter, when the signatory States are referred to as the "States" or "Attorneys General," such designation, as it pertains to Hawaii refers to the Executive Director of the State of Hawaii Office of Consumer Protection.

³New York, having entered into an Assurance of Discontinuance with PayPal, Inc. in 2004, limits its participation in this Assurance solely to those terms resolving issues unaddressed in the 2004 document.

⁴ "The Tennessee Attorney General is acting on behalf of the Division of Consumer Affairs."

⁵**ALABAMA**- Alabama Deceptive Trade Practices Act, Ala. Code § 8-19-1, et seq.; **ARIZONA**- Arizona Consumer Fraud Act, Ariz. Revised Statutes, section 44-1521 et seq.; **CALIFORNIA** - Bus. & Prof. Code §§ 17200 et seq., and 17500 et seq.; **DELAWARE**: Consumer Fraud Act, 6 Del.C. § 2511, et seq. and Deceptive Trade Practices Act, 6 Del.C. § 2531, et seq. **FLORIDA** -Deceptive and Unfair Trade Practices Act, Fla. Stat. Ch. 501.201 et seq.; **GEORGIA** - Fair Business Practices Act of 1975, O.G.C.A. § 10-1-390 et seq.; **HAWAII**-Uniform Deceptive Trade Practice Act Haw. Rev. Stat. Chpt. 481A and Haw. Rev. Stat. Chpt. 480. **ILLINOIS** - Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq.; **INDIANA**- Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 et seq. **IOWA** - Consumer Fraud Act, Iowa Code section 714.16 **LOUISIANA** - Unfair Trade Practices and Consumer Protection Law, LSA-R.S. 51:1401, et seq.; **MARYLAND** - Md. Code Ann., Com. Law §§ 13-101, et seq.; **MINNESOTA** - Minn. Stat. sec. 8.31 **MISSISSIPPI** -Consumer Protection Act, Miss. Code Ann. § 75-24-1 et seq.; **NEBRASKA** - Neb. Rev. Stat. §§ 59-101 et seq. (Reissue 2004) and Neb. Rev. Stat. § 87-301 et seq. (Reissue 1999; Cum. Supp. 2004); **NEVADA** - Nevada Deceptive Trade Practices Act, Nevada Revised Statutes 598.0903 to 598.0999; **NEW JERSEY**- New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq.; **NEW YORK** - N.Y. Gen. Bus. Law §§ 349 & 350 and Executive Law § 63(12); **NORTH CAROLINA**- North Carolina Consumer Protection Statute, N.C.G.S. § 75-1.1 et seq. **OHIO** - Consumer Sales Practice Act, R.C. 1345.01 et seq.;

EX C

(hereinafter "PayPal"), a wholly owned subsidiary of eBay Inc.

I. BACKGROUND

1. PayPal is incorporated under the laws of the State of Delaware. Its principal place of business is 2211 North First Street, San Jose, California 95131.
2. PayPal offers a number of financial services to Users, including a money transfer service that may be used for Payments.
3. PayPal facilitates Payments by use of credit card protocols, electronic funds transfer banking protocols, lines of credit issued by a third party, and other financial transfer protocols.
4. PayPal states that it has developed primarily as a low-cost Payments alternative to merchant accounts for internet sellers, and has historically operated as a substitute for checks or money orders being sent through the mail. PayPal further states that it offers Users the ability to make Payments with a credit card and get credit card purchase protection, with PayPal as the merchant of record required to pay for any chargebacks, whether or not PayPal can recover from the seller. PayPal further asserts that it does encourage Users who have a bank account on file to pay with a bank account, but most Users pay with a credit card because they do not have a verified bank account on file. PayPal requires only those Users who will have cumulatively sent ten thousand dollars (\$10,000) or more through their accounts to place a bank account on file. PayPal also states that, unlike the pre-existing alternatives of sending checks and money orders through the mail, it offers its own purchase-protection programs at no cost to Users regardless of funding source, as well as an optional Money Back Guarantee program on selected items that does carry a cost. PayPal also states that through its efforts to protect its customers around the world, it has absorbed more than one hundred million dollars (\$100,000,000) in losses from Payments that otherwise would have been losses to Users if paid by cash, check, or money order.

OKLAHOMA - Oklahoma Consumer Protection Act, 15 OS §751 *et seq.*; **OREGON**- Oregon Unlawful Trade Practices Act, Oregon Revised Statutes 646.605 *et seq.* **SOUTH DAKOTA**- Deceptive Trade Practices and Consumer Protection, SDCL Ch. 37-24.; **TENNESSEE**- Tennessee Consumer Protection Act of 1977, T.C.A. §§ 47-18-101, *et seq.*; **TEXAS**- Texas Business and Commerce Code Ann. §17.41 *et seq.*; **VERMONT**- Consumer Fraud Act- 9 Vt. Stat. Annot. ch. 63; **WASHINGTON** - Unfair Business Practices - Consumer Protection Act, RCW 19.86 *et seq.*; **WEST VIRGINIA** - West Virginia Consumer Credit and Protection Act, W. Va. Code Section 46A-1-101 *et seq.*

PayPal also states that it has changed its policies to require all eBay sellers who want to use PayPal to accept credit card-funded Payments in addition to bank-funded Payments. The parties agree that different terms of the consumer protection programs, their relationship to credit card chargeback rights, and the pre-existing differences between EFTA and FCBA may have caused some confusion among Users making Payments, which among other issues, this Assurance seeks to address.

II. RESOLUTION

5. This Assurance is the settlement of a disputed matter related to certain issues raised during an inquiry by the Attorneys General. Issues comprising the subject matter of this Assurance are those issues for which remedies are provided within Section III of this Assurance. This Assurance is a complete resolution of the States' concerns related to those issues for conduct occurring prior to the Effective Date of this Assurance.

6. PayPal states that it has chosen to resolve this matter in order to cooperate with the States, to ensure that its customers are treated fairly, and to avoid expensive and potentially protracted litigation.

7. PayPal and the States agree that no provision of the Assurance operates as a penalty, forfeiture, or punishment under any state or federal law, that the Assurance should not be considered an admission by PayPal of any liability of any kind or nature or violation of law, statute, regulation, or ordinance for any purpose, and that the Assurance should not be construed as such in any enforcement or civil action.

8. Other than the rights of the States expressly stated herein, nothing contained in this Assurance should be construed to empower any consumer or other persons or entity with any right, claim, or cause of action to pursue remedies pursuant to applicable law or to otherwise create any private rights or causes of action in any third parties.

9. PayPal and the States agree that the terms of this Assurance apply only to Payment services offered directly on and through the PayPal.com website to residents of the States.

Nothing in this Assurance is intended to bind other services offered by PayPal now or in the future or similar services offered now or in the future to others. For example, this settlement does not apply to third-party credit offerings through PayPal or PayPal's mobile phone-related services. This Assurance does not constitute an approval by the Attorneys General of any of PayPal's programs, practices, or past conduct, and PayPal will not make any representation to the contrary. Conversely, nothing in this Assurance will be deemed to be an admission by PayPal or any of its parent or subsidiary corporations or affiliates of any wrongdoing of any kind or nature.

10. As used herein, the following words or phrases have the following meaning:

- a. **Clear and Conspicuous:** A statement is "clear and conspicuous" if it is disclosed in such size, contrast (shade), and location that it is readily noticeable and readable. A statement may not contradict any other information which is presented. If a statement modifies, explains, or clarifies any other statement with which it is presented, it must be presented in proximity to the statement it modifies, in a readily noticeable and readable manner. Visual disclosures will be of sufficient size and contrast and of a sufficient duration to be easily read.
- b. **Chargeback:** That part of a dispute resolution process that occurs when a credit card customer disputes a billed transaction and the disputed funds are provisionally recovered from the merchant's account and provisionally credited to the consumer's credit card account pending a final disposition of the dispute. If the consumer prevails, the consumer's account is permanently credited with the funds.
- c. **EFTA:** The Electronic Fund Transfer Act, 15 U.S.C. § 1693 (2004), and its companion Regulation E, 12 C.F.R. § 205.1 *et seq.*
- d. **FCBA:** The Fair Credit Billing Act 15 U.S.C. § 1601 (2004), and its companion Regulation Z, 12 C.F.R. § 226.1 *et seq.*

- e. **Hyperlink:** A link from a hypertext file to another location or file, typically activated by clicking on an underlined word, statement or icon.
- f. **Payment:** A User-initiated money transfer to the User Account of a seller for payment for the purchase of goods.
- g. **User:** Any resident of the states represented by the Attorneys General who makes a Payment without opening a User Account or after opening a personal User Account by clicking on an "I Agree" radio button or similar device or icon and after having been presented with all the relevant terms of PayPal's User Agreement.
- h. **User Account:** Any open PayPal account, regardless of the name given to the account, into which a User may place funds to be transferred immediately to another User, receive funds from another User, or hold funds that PayPal will place in a bank account or, at the User's instruction, sweep to a money market mutual fund, until the User authorizes transfers or requests disbursements.
- i. **User Agreement:** A contract, presented by PayPal, that is entered into by PayPal and a User and defines the rights and responsibilities of the parties who agree to be bound by that document. Throughout this Assurance, the term User Agreement refers to the contract entered into by Users who sign up for personal money transfer accounts used for Payments only, and the obligations addressed in this Assurance do not apply to any agreements that apply to merchant and other business accounts or to other financial services offerings extended to Users.
- j. **Webpage:** Any information or document found at a single discrete internet address on PayPal.com accessed via a desktop or laptop computer whether such address is accessed directly by physical keystroke entry or accessed as a result of a physically selected Hyperlink.

- k. **Webscreen:** The section of a Webpage viewable without scrolling, provided the User's browser is fully opened on a 15-inch or larger computer monitor displaying at a minimum of 640 x 480 pixels and the User-selected text size is no larger than "medium" on Windows Internet Explorer browser, "normal" on Mozilla Firefox or the equivalent size on alternate browsers.

11. The Effective Date of this Assurance is the date on which PayPal receives a copy of this Assurance, duly executed by each of the Attorneys General set forth below.

III. ASSURANCES

12. PayPal agrees to adopt, implement and enforce the following policies and procedures:

- a. **Structure of the User Agreement:** At signup and wherever the User Agreement appears, the User Agreement will be presented to Users or potential Users in two formats. Users will be given Clear and Conspicuous notice of the choice of formats. One option will allow the User to view the entire text of the agreement in scrollable format on a single Webpage. (PayPal may elect to present its Acceptable Use Policy via a separate button.) The remaining option may provide the document in a form containing Clear and Conspicuous Hyperlinks. Each option will be written in "plain English", include a table of contents (or similar internal navigation system), be printable, be savable, and accurately present all the material terms governing the relationship between the User and PayPal.
- b. **Use of Hyperlinks:** Hyperlinks will not be used to refer Users to material terms, conditions, and/or limitations, unless the Hyperlink and surrounding text convey the nature, importance and relevance of the information to which it leads. No term contained within linked text will contradict any other information presented or be false or misleading. In appropriate circumstances, a Hyperlink and its linked text can be part of Clear and Conspicuous disclosure.

c. **Policy Disclosures to Users and Potential Users :**

- i. **Notification of Relevant Policy Limitations :** Whenever promoting a buyer protection program on a Webpage where a User can make a Payment, PayPal will Clearly and Conspicuously disclose any additional conditions or limitations on the benefits provided by the protection program
- ii. **Location and Disclosure of Policy Updates:** In addition to any other placement, PayPal will provide a Clear and Conspicuous Hyperlink to its "Policy Updates" Webpage on the initial User Account Webscreen presented to Users upon account log-in.

d. **Customer Service Policies and Procedures:**

- i. **Contact-Us Access:** PayPal will provide a "Contact Us" Hyperlink in the footer on each PayPal.com Webpage. The Hyperlink will immediately direct the User to a Webpage Clearly and Conspicuously disclosing all methods of contact, including, but not limited to, a Hyperlink reading "Contact Us by Telephone"(or similar language). Each method of contact will be displayed with equal prominence.
- ii. **Customer Service Access:** PayPal will provide a customer service telephone number for all Users. The number will appear Clearly and Conspicuously on the "Contact Us by Telephone" Webpage. PayPal will ensure that Users incurring land-line telephone toll charges as a result of making a call to PayPal's Customer Service number during regularly scheduled hours (which will be at least eighteen (18) hours per day during weekdays and fourteen (14) hours a day on weekends) will not have to wait longer than an average of five (5) minutes before speaking with a PayPal customer service representative who either has the immediate

authority to resolve the User's problem or is capable of initiating an escalation process on behalf of the User. Such average wait-time will be measured over each calendar quarter. Time spent by the User providing information to PayPal's automated systems is excepted from the calculation of wait time. PayPal will not be responsible for any delay in customer service performance resulting from strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, general Internet outages, acts of God, acts of war, acts of terrorism, governmental action, or any other cause that is beyond the reasonable control of PayPal.

- iii. **Florida Users:** PayPal will include the mailing address and phone number of the Florida Department of Financial Services in its User Agreement, Clearly and Conspicuously disclosing that the number is provided to comply with Florida statutory requirements and for the use of Florida Users only.

e. **Disputes, Inquiries and Remedies:**

- i. **Controlling Policies:** Other than when statutory or regulatory remedies supersede PayPal policies, the PayPal policy that controls the outcome of a dispute or inquiry related to a Payment will be the policy as it existed on the date of the disputed transaction or activity, or at PayPal's discretion, a policy more favorable to the User.

- ii. **Dispute Resolution Processes:**

If a User makes a Payment and then:

- a) timely files a Buyer Complaint claim with PayPal, and
- b) PayPal does not complete processing of that claim until after the User's credit card issuer's imposed deadline for filing a Chargeback claim or after the User's bank's deadline for filing an EFTA dispute, and

ensure that the User is consenting to the default method of Payment and will Clearly and Conspicuously identify the method for selecting an alternate method of Payment. If PayPal has solicited the use of its services to make a Payment by a specific method, including by major credit card, PayPal will Clearly and Conspicuously identify to the User the method by which the User can make a Payment by that specific method.

- iv. Whenever a Webpage allows a User to input bank account information in order to add a bank account as a source for funding a PayPal User Account, PayPal will provide on that Webpage a Clear and Conspicuous disclosure to the User that the User's bank account, if added as a funding source, may become the default funding source selection for Payments. PayPal will also provide a Clear and Conspicuous Hyperlink to the funding source information Webpage. The Hyperlink will be contained in a Clear and Conspicuous statement which advises that the User should, prior to committing to the addition of a bank account, review and understand the rights and remedies available for different Payment sources under the EFTA and FCBA.
- v. Whenever a Webpage allows a User to choose a source for funding a Payment and the User has a usable bank account on file with PayPal, PayPal will provide a Clear and Conspicuous Hyperlink on that page to the funding source information Webpage.

g. Offers of Delivery and/or Condition Guarantees:

- i. **Program Disclosures:** If PayPal offers Users a chance to buy any product that guarantees a monetary reimbursement from PayPal if a User fails to receive a service or product from a seller or if the product or service fails to substantially conform with the qualities advertised by the seller, PayPal will provide a Clear and Conspicuous disclosure explaining

any limitations on the types of items covered, explaining whether items are pre-screened for coverage, and explaining whether items for which a policy is purchased may ultimately not be covered by the program.

ii. **Counterfeit Goods Coverage:** If PayPal offers Users a chance to buy any product that guarantees a monetary reimbursement from PayPal, and if a User purchases coverage, PayPal will refund the User's purchase price if the items the User receives are counterfeit versions of the items the User intended to buy. As part of its refund procedures and requirements, PayPal will:

- a) not require the User to transfer title of the item to PayPal, and
- b) accept a written correspondence from the original manufacturer that the User has sent the counterfeit item to that manufacturer. But PayPal may require the User to turn over the item to PayPal and may request the User to turn over any title the User may have to the item to PayPal if the User does not send the counterfeit item to the manufacturer, or
- c) accept an affidavit of mailing from the User with a certified mail return receipt showing that the manufacturer received the package from the User in the event the User has already sent the counterfeit item to the manufacturer entitled to possession of that item and the manufacturer will not or does not provide written correspondence confirming that it has received such.

iii. **Fee Refunds:** Under its existing Money Back Guarantee Policy, PayPal will refund to purchasers their purchase price if the Guarantee was purchased to cover an item that ultimately is not covered by the program. PayPal retains the right to stop offering the Money Back Guarantee Policy

by providing its Users with notice as required in PayPal's User Agreement.

h. Prohibited Language:

- i. Unless operating as a credit card issuer, PayPal will not advertise that its Payments services give consumers the rights and privileges expected of a credit card transaction. PayPal may, as long as such is a true and accurate statement, inform Users who fund their Payment with a credit card that the Users will be eligible for the same protections from their card issuer as if the User's credit card payment were made directly to the merchant.
- ii. PayPal will not misrepresent the benefits or advantages provided by a payment system or PayPal product. PayPal will not represent that a payment method or an attribute of one payment method is superior to another unless that representation is accurate.
- iii. PayPal will not in its User Agreement or seller and buyer protection programs use branding, descriptions or representations (including but not limited to use of the terms "electronic funds transfer," "error resolution," "unauthorized transaction," "billing error," and "chargeback") in a way that is likely to cause confusion by leading Users to believe that by using the PayPal programs they are exercising rights pursuant to state or federally mandated consumer protection laws or rules that do not apply to such programs.

i. Disclosures Regarding the Ownership of Interest Earned on User Funds Kept in Deposit in PayPal Accounts:

Unless otherwise prohibited by state or federal rule or statute, PayPal may, as a result of a contractual agreement with its Users which includes such terms, retain all interest earned

on Users' funds deposited in a "pooled funds" interest-bearing bank account. However and notwithstanding the foregoing statement:

- i. At the time it presents such contract terms to new Users, PayPal will Clearly and Conspicuously disclose in the User Agreement that it will retain the interest earned on the User's funds and that, by entering the agreement, the User will have waived any claim to such funds, and
- ii. For established Users not previously presented with such contract terms, PayPal will Clearly and Conspicuously advise those Users through its Policy Update process of the terms governing the disposition of interest earned on the User's funds while those funds remain undistributed.

j. Incorporation of Class Action Injunctive Relief.

The injunctive provisions included in the settlement agreement entered in the matter In Re PayPal Litigation, CV-02-01227-JF/PVT (2004), in the United States District Court for the Northern District of California, are incorporated in this Assurance as if set forth herein and are enforceable by the States in their respective state courts. Such injunctive provisions are attached as Exhibit A.

k. Correction of "Incorrectly Executed Transactions"

PayPal agrees that language in its User Agreement purportedly allowing PayPal to "correct transactions incorrectly executed" does not constitute express notice to the User that PayPal may choose to "correct" a transaction made between a User Account and a User's bank account by removing funds from the User's bank account. PayPal denies that it has used the language in its User Agreement purportedly allowing PayPal to "correct transactions incorrectly executed" as the basis for removing funds from any User's bank account.

IV. MONETARY TERMS

13. Upon signing this Assurance, PayPal will pay the States, through payment by certified check to the Florida Attorney General, the sum of One Million Seven Hundred Thousand and no One Hundredths Dollars (\$1,700,000.00) to be divided and distributed among the Attorneys General in a manner which is in their sole discretion. The check is to be made payable to "The Florida Department of Legal Affairs Revolving Escrow Trust Fund" and delivered to the Office of the Florida Attorney General at (address) within 10 days of the Effective Date of this Assurance. Such sum may be used by the Attorneys General for any purpose allowed pursuant to applicable law, including, but not limited to, consumer education, consumer protection efforts, investigative costs, costs to administer the Assurance, attorney's fees, donations to charitable organizations, improvements to school systems or other educational purposes.

14. PayPal states that as part of the settlement in the matter of In Re PayPal Litigation, CV-02-01227-JF/PVT (2004), in the United States District Court for the Northern District of California (terms of which are adopted herein in Paragraph 12 j), PayPal has paid \$9,250,000 in damages and fees to consumers.

V. GENERAL PROVISIONS

15. Unless otherwise noted herein, PayPal will create written policies and adopt written procedures to comply with the terms of this Assurance within one hundred and twenty (120) days after the Effective Date of this Assurance.

16. PayPal will make available two (2) written compliance reports, each signed by an officer with knowledge of PayPal's obligations under this Assurance, setting forth the steps PayPal has taken to comply with the terms and provisions of this Assurance. The first report will be made available one hundred and twenty (120) days after the Effective Date of this Assurance. The second report will be made available eighteen (18) months after the Effective Date. The second report, in addition to other information necessary to explain in detail the policies and procedures PayPal has implemented to comply with this Assurance, will also contain a section that

summarizes the nature and volume of written (including email) consumer complaints that PayPal's Executive Escalations team has received from Users who reside in the States and which cite as the basis for the complaints a problem related to User Agreement term disclosures, contact information disclosures, dispute resolution disclosures, account funding disclosures, or the Money Back Guarantee Program.

17. PayPal will provide a copy of this Assurance and an accurate summary of the applicable specific terms to all those officers, managers, and other persons responsible at PayPal and eBay Inc. for the implementation of and compliance with those terms.

18. This Assurance will be governed by the laws of the States. Nothing in this Assurance will be deemed to permit or authorize any violation of the laws of any State or otherwise be construed to relieve PayPal of any duty to comply with the applicable laws, rules, and regulations of any State, nor will anything herein be deemed to constitute permission for PayPal to engage in any acts or practices prohibited by such laws, rules, or regulations. Further, this Assurance does not in any way vitiate, negate, or otherwise modify any law of any State or federal authority requiring licensing, registration or permission to do business, including, but not limited to, licenses required to transmit money and/or sell insurance products.

19. If a federal or State law, rule or regulation respecting the subject matter of any section herein is passed, adopted, officially communicated or rendered after the Effective Date ("New Law") of this Assurance, and such New Law makes it such that PayPal cannot comply with both the New Law and this Assurance, then compliance with the New Law in the jurisdiction in which the New Law is applicable will constitute compliance with the counterpart provision of this Assurance with respect to those jurisdictions.

20. The parties agree that PayPal may approach the States to request amending the provisions of this Assurance in light of new or evolving technologies, business models, laws, regulations, or other changes in circumstances, and that the States will reasonably consider such requests.

21. This Assurance constitutes the entire agreement of the parties hereto and supersedes all prior agreements or understandings, whether written or oral, between the parties and/or their respective counsel with respect to the issues dealt with in this Assurance.

22. Notices, compliance reports, and other correspondence to PayPal or the Attorneys General as required by this Assurance will, unless notified otherwise, be provided to the parties at their addresses, facsimile numbers, email addresses, or phone numbers listed in the signature blocks below.

23. PayPal will, within twenty (20) days of the Effective Date of this Assurance, appoint an individual to whom the Attorneys General may direct consumer inquiries or complaints received by the Attorneys General, and within such period of time give notice to the Attorneys General of the individual's name and address. This channel of communication will be considered fully established forty-five (45) days after the Effective Date of this Assurance. Following the full establishment of the channel, PayPal will respond to all consumer inquiries or complaints that come through this channel within fourteen (14) business days after receipt of the inquiry or complaint by the designated individual.

24. Where allowed by applicable State law, the respective Attorneys General, without further notice, may make ex parte application to any appropriate State court for an order approving this Assurance, which will be considered an Assurance of Voluntary Compliance or an Assurance of Discontinuance as provided by the States' respective laws, or otherwise file this Assurance in any appropriate State court.

25. The States agree that before seeking any relief from any court for any alleged violation of this Assurance, and if in the States' sole discretion the violation does not threaten the health, safety, or welfare of the citizens of the States, the States will give PayPal fourteen (14) days written notice of the alleged violation so that PayPal may address the alleged violation.

26. This Assurance may be executed in counterparts. The parties must submit the requisite number of original signatures such that each party has an executed original.

27. PayPal represents and warrants that it has been represented by legal counsel and that it is fully advised of its legal rights in this matter. The undersigned representative for each party certifies that he or she is fully authorized by the party he or she represents to enter into the terms and conditions of this Assurance and to legally bind the party he or she represents to this Assurance.

We the undersigned, who have the authority to consent and sign on behalf of the parties in this matter, hereby consent to the form and content of the foregoing Assurance and to its entry:

<p style="text-align: center;">PAYPAL, INC. 2211 North First Street San Jose, California 95131</p> <p>By: _____ Title: _____</p> <p>Signed this day of , 2006</p>
--

D

YAHOO! MAIL

Your PayPal Funds are Eligible for Withdrawal

Thursday, August 2, 2007 3:06 AM

From: "service@paypal.com" <service@paypal.com>
To: "Kheira Mehmet" <payments@MyStockroom.com>

Dear Kheira Mehmet,

Your PayPal funds are now eligible for withdrawal.

You may transfer the funds directly to your bank account via online bank transfer or you may request a check from PayPal. Please let us know how you would like to receive the funds by logging in to your account. As a reminder, access to your account will remain limited until you perform the steps required to lift the limitation.

While access to your account is limited, you may:

- * place logos into your auction listings or on your website
- * update your account information
- * withdraw funds from your account

You may not:

- * send or request money
- * receive payments
- * add funds to your account
- * close your account

Thank you for using PayPal.

Sincerely,
The PayPal Team

Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, log in to your PayPal account and click the Help link located in the top right corner of any PayPal page.

PayPal Email ID PP524

EX-110